

November 14, 2016

Request for Proposals # 6 – Organizational and Human Resources Development of Jordan Tourism Board

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Building Economic Sustainability through Tourism Project (BEST) , USAID Contract No. AID-278-C-15-00010, is issuing a Request for Proposals (RFP) for “*Organizational and Human Resources Development of Jordan Tourism Board*”. The attached RFP contains all the necessary information for interested Offerors.

BEST is a five-year project which seeks to support Jordan's transformation into a globally competitive tourism destination. The project works closely with government, non-government and private sector tourism stakeholders to strengthen the country's tourism facilities and services, improve the management and promotion of tourism sites, boost marketing efforts and encourage tourism linkages to secondary sites. It also seeks to address the dearth of women working in tourism and to promote the employment of youth in this sector, where demand for skilled workers is high.

BEST builds on the work accomplished by the USAID Economic Growth through Sustainable Tourism project and other USAID Jordan tourism development projects (Siyaha I & II) over the past decade to help Jordan address existing challenges and achieve its tourism capabilities.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to [procurements@siyaha.org](mailto:procurements@siyaha.org) by 12 pm on November, 16 2016.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to [procurements@siyaha.org](mailto:procurements@siyaha.org) according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed to all and posted on our website [www.siyaha.org](http://www.siyaha.org).

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

Sincerely,

Ibrahim Osta

USAID Building Economic Sustainability through Tourism Project (BEST) Request for Proposals

RFP # 6

For the provision of

Organizational and Human Resources Development of Jordan Tourism Board  
Grant # BEST-INK1-JTB1-002

Contracting Entity:

**Chemonics International Inc.**

Al Reem Center, Wadi Saqra, Arar St., Building no. 244  
Amman, Jordan

Funded by:

United States Agency for International Development (USAID)

Funded under:

**Building Economic Sustainability through Tourism (BEST) Project**  
(hereafter referred to as Jordan BEST)

Prime Contract Number AID-278-C-15-00010

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

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

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

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

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

- Disclose any close, familial, or financial relationships with Chemonics or project staff or JTB. 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 the Chief of Party 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](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

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**List of Acronyms**

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SAF	Strategic Activities Fund
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Jordan	USAID Mission in Jordan
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 the USAID Building Economic Sustainability through Tourism Project (BEST), under contract number AID-278-C-15-00010 is soliciting offers from companies and organizations to submit proposals to participate in providing organizational and human resources development technical assistance to Jordan Tourism Board.

Tourism is a key driver of Jordan's economy; currently it is the single largest employer and the highest generator of foreign exchange. The potential for economic and social development stemming from tourism is high, particularly because Jordan has a stunning natural landscape, world-class historic and religious sites, and a fascinating cultural heritage. To grow and reap greater benefits from tourism, the USAID Building Economic Sustainability Through Tourism Project (BEST) will work with government, non-government, private sector and local communities to develop Jordan's tourism sector to ensure quality, competitiveness and sustainability.

USAID BEST seeks to improve the business enabling environment for the tourism sector by supporting short and long term policy and administrative reforms to promote tourism investment and improve tourism experiences and sites in Jordan. Jordan Tourism Board (JTB) has requested to receive technical assistance from BEST Project to develop a new strategy. BEST Project will assist JTB in implementing an organizational and human resources development activity to enable JTB to fulfill its new strategic direction.

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

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

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

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

### **I.2. Offer Deadline**

Offerors shall submit their offers "in hard-copy and electronically".

Hard copy offers must be received by 11/12/2016 at the following address:

Ms. Fadia Al Husseini  
Deputy Chief of Party  
Arar Street, Wadi Saqra  
Al Reem Center Building No. 244

Emailed offers must be received by the same time and date at the following address:

Ms. Fadia Al Hussein  
Deputy Chief of Party  
[procurements@siyaha.org](mailto:procurements@siyaha.org)

Faxed offers will not be considered.

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

### **I.3. Submission of Offers**

Proposals must be submitted in hard-copy and electronically.

#### **A. Instructions for the Submission of Hard-Copies**

Offerors wishing to respond to this RFP must submit proposals, in English, on A4 sized paper, 12-point Times New Roman font, single-spaced, in accordance with the following instructions.

Proposal hard-copies must be submitted in sealed envelopes with one envelope containing the technical proposals and one envelope containing the cost proposals. Envelopes must be properly marked with the name of the Offeror's company or organization. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity leading the partnership must be used. Names should be clearly printed on the envelope and addressed to the person designated in I.2. Envelopes must be properly marked with the RFP number and title and state either "Technical Proposal" or "Cost Proposal", as applicable.

An authorized representative of the company or organization submitting an offer must sign the cover page of each copy of the offer in blue ink. The Offeror's authorized representative must initial any changes hand-written on the hard-copies of the offer.

An electronic copy of the technical and cost proposals must be submitted on CD using software compatible with MS Word or MS Excel. The CD must be included in the envelope containing the hard-copies of the cost proposal.

The envelopes containing the technical and cost proposals must be submitted in person or may be sent by postal mail to the address specified in I.2. Upon delivery, applicants will be issued a stamped receipt confirming timely submission.

Offers must be received by the date and time specified in I.2.

#### **B. Instructions for the Submission of Electronic Copies**

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

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a

Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

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

#### **I.4. Requirements**

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

##### **A. General Requirements**

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Jordan upon award of the subcontract.
- (ii) Companies or organizations must have a local presence in Jordan at the time the Subcontract is signed
- (iii) Companies or organizations, whether for-profit or non-profit, must have a DUNS number in order to receive a subaward.
- (iv) 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.

##### **B. Required Proposal Documents**

###### **1. Cover Letter**

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

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

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

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

## 2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages.
- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

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

- 1- Project Manager: the project manager will have at least ten years of relevant experience in managing and backstopping projects related to human resources and organizational development for both the public and private sectors. The project Manager shall be a full time employee at the company.
- 2- Team Leader/Organizational Development Expert: the expert will have at least 15 years of relevant experience in managing and implementing major organizational and human resources development programs and assignments in both, the public and private sectors. The Team Leader will have extensive knowledge and experience in managing and leading implementation of organizational and human resources development programs, organizational restructuring and assessments, drafting of human resources by-laws and instructions, development of career paths and grading systems, design of staff incentive policies and performance management systems and drafting of job descriptions for both the public and private sectors. Previous experience working as an organizational development consultant in the tourism sector is a plus.
- 3- Organizational and Human Resources Development Expert: the expert will have at least 10 years of relevant experience in implementing organizational and human resources development assignments in both the public and private sectors. Specific knowledge and experience is required in implementing organizational and human resources development programs, organizational assessments and restructuring, drafting of human resources by-laws and instructions, development of career paths and grading systems, design of staff incentive policies and performance management systems, and drafting of job descriptions for both the public and private sectors. Previous experience working as an organizational development consultant in the tourism sector is a plus.



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

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

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

### 3. Cost Proposal

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

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

Because BEST is a USAID funded project and is implemented under a bilateral agreement between the Jordanian and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.

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

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

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

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

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

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 Jordan.

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

### **I.6. Chronological List of Proposal Events**

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

RFP announcement	14/11/2016
Deadline for expressing interest to bid	By 12 pm on November 16, 2016
Bidders' Meeting	20/11/2016 at 3 pm
Deadline for written questions	21/11/2016
Answers provided to questions/clarifications	23/11/2016

Proposal due date 11/12/2016 by 3 pm

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 [procurements@siyaha.org](mailto:procurements@siyaha.org) no later than 21/11/2016. 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 BEST project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 11/12/2016 by 3 pm. Late offers will be considered at the discretion of Chemonics.

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

### **I.7. Validity Period**

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

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

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

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

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

<b>Evaluation Criteria</b>	<b>Evaluation Sub-criteria</b>	<b>Maximum Points</b>
<b>Technical Approach, Methodology, and Detailed Work Plan</b>		
	Understanding of the study objectives – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	5
	Approach and Methodology – Does the proposed program approach and detailed activities fulfill the requirements of executing the Scope of Work effectively and efficiently?	25
	Does the project plan and time line respond to requirements of the scope of work?	5
<b>Total Points – Technical Approach</b>		<b>35 points</b>
<b>Management, Key Personnel, and Staffing Plan</b>		
	Project Manager	10
	Team Leader/Organizational and Human Resources Development Expert	20
	Organizational and Human Resources Development Expert	15
<b>Total Points – Management</b>		<b>45 points</b>
<b>Corporate Capabilities, Experience, and Past Performance</b>		
	Company Experience – Does the company have similar experience relevant to the project Scope of Work? Was the feedback provided by the company’s references deemed to be positive?	15
	Years of company experience	5
<b>Total Points – Corporate Capabilities</b>		<b>20 points</b>
<b>Total Points</b>		<b>100 points</b>

**Bidders may propose other experts as seen fit by the bidder as part of the technical proposal.**

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the USAID Building Economic Sustainability through Tourism Project (BEST) project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

**I.9. Negotiations**

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

**I.10. Terms of Subcontract**

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

**I.11. Privity**

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.

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

### **II.1. Background**

Tourism is a key driver of Jordan's economy; currently it is the single largest employer and the highest generator of foreign exchange. The potential for economic and social development stemming from tourism is high, particularly because Jordan has such stunning natural landscape, world-class historic and religious sites, and a fascinating cultural heritage. To grow and reap greater benefits from tourism, the USAID Building Economic Sustainability Through Tourism Project (BEST) will work with government, non-government, private sector and local communities to develop Jordan's tourism sector to ensure quality, competitiveness and sustainability.

USAID BEST seeks to improve the business enabling environment for the tourism sector by supporting short and long term policy and administrative reforms to promote tourism investment and improve tourism experiences and sites in Jordan.

The Jordan Tourism Board (JTB) was officially launched in March 1998 as an independent, public – private sector partnership committed to utilize marketing strategies to brand, position and promote the Jordan tourism product as the destination of choice in the international markets. The adopted strategies are tuned to reflect the true image of the Jordan tourism product, being a cultural, natural, religious, adventurous, leisure and MICE destination.

JTB is operating in a dynamic and fiercely competitive international environment, having to compete with better funded tourist boards. In spite of its limited resources, the JTB has earned a positive place for Jordan with international trade and is represented in virtually all the major trade shows. With JTB support, tourism into Jordan has increased prior to the onset of regional events. More recently, JTB has made important strides in utilizing online promotion and social media as tools to reach wider audiences. Likewise, the tourism trade (inbound tour operators and their counterparts in source markets) exhibited successful growth during the first and second national tourism strategy periods, until the regional political instability took its toll on the industry starting in 2011.

In terms of organizational capacity, JTB currently employs 75 staff members and comprise of 9 departments and 4 units, including direct employees in three of the twelve countries where JTB has market based representation: in Saudi Arabia, United Arab Emirates and North America.

JTB has requested technical assistance from BEST Project to develop a new marketing strategy. To align human resources with JTB's marketing strategy objectives, JTB will need a revamped and effective organizational structure that facilitates management and operational efficiency to fulfill its new marketing strategy. As such, under this RFP, BEST will support JTB in:

- Development of HR and organizational structure
- Functions & Responsibilities Analysis
- Human Resources Management (HRM) Function Assessment
- Performance Management & M&E Enhancement Analysis

## **II.2. Objective**

The objective of this assignment is to assist Jordan Tourism Board (JTB) with the design and implementation of a comprehensive organizational development activity and strengthen the human resources management functions of JTB. In specific, the assignment aims to:

1. Conduct a comprehensive organizational and human resources assessment of JTB's organization and departments, staff functions and responsibilities, human resources management (HRM) functions, performance management, and monitoring and evaluation system.
2. Develop an organization structure to address the functional needs, and develop all related job descriptions and update existing ones as needed.
3. Propose improvements on JTBs internal policies, instructions and by-laws related to HRM functions, as well as Performance Management and Monitoring and Evaluation (M&E) functions.

## **II.3. Scope of Work**

The Subcontractor shall use their education and considerable experience to perform the following tasks:

### **A. Functions & Responsibilities Analysis**

1. Conduct consultation meetings with JTB, USAID BEST marketing team, and other stakeholders identified by USAID BEST.
2. Review all relevant documents such as Jordan Tourism Board's regulation, relevant by-laws, and HR instructions.
3. Review JTB's legal mandate and marketing strategy developed by USAID BEST.
4. Assess and analyze the organizational and human resources aspects of JTB for different departments and units, staff functions and responsibilities, and human resources management (HRM) functions against current best practices at similar organizations, and against the requirements of JTB's marketing strategy
5. Compare current functions of individuals and departments against mandated functions and marketing startgey direction to identify gaps and weaknesses.
6. Assess and propose revisions to the current organization structure as may be needed.
7. Draft and update the human resources job descriptions to reflect identified needs for core responsibilities of staff in the different units and departments. Job descriptions must specifically reflect the nature of the work and not be generic in nature. Illustrative examples can be accessed at: <http://blog.hubspot.com/blog/tabid/6307/bid/34029/8-Ready-Made-Job-Descriptions-to-Recruit-an-All-Star-Marketing-Team.aspx#sm.0001n9yt6n6m6d95pb12ma3hi7v37>.
8. Assess the required staffing levels for the departments/units.
9. Propose an annual training plan to JTB's staff members based on the conducted assessment of JTB HR capabilities, roles and responsibilities.

The outcomes and deliverables from this task are:

1. Comprehensive organizational and human resources assessment of JTB staff functions and responsibilities including a functional analysis.
2. A revised organizational structure identifying suggested new positions, job specifications and descriptions for jobs, both for existing jobs and newly proposed jobs.

## **B. Human Resources Management (HRM) Function Assessment**

The subcontractor will conduct a full assessment of the HRM function to identify areas of weakness and causes for deficiencies. The assessment will investigate the following:

1. Capacity deficiency within JTB related to effective functioning of HRM. This includes manpower planning, recruitment, systems' operations, training and development, performance appraisal and management, rewards and recognition, levels of authorization and empowerment, as well as qualifications and competencies of HR Department.
2. Institutional setup within the HR department including current policies, procedures for recruitment, evaluation, promotion, training etc.
3. Evaluate the capacity of the HR Department to manage HR in a progressive way and identify areas for improvement.
4. Propose improvements and enhancements to JTB's HR Department, related functions, mandate and staffing according to best practices.
5. Analyze the current usage of IT systems and programs for HRM functions.
6. Review current human resources and staff related instructions and propose improvements according to best practices in similar organizations.
7. Propose a career development path and promotional scheme for JTB employees.
8. Develop internal instructions for daily office working hours, and leaves policy (annual, sick, maternal etc) in line with best practices for similar organizations and the Jordanian Labor Law.
9. Propose a salary scale for JTB staff according to current market rates of similar organizations.

The outcome and deliverable from this task is:

- JTB HRM assessment report incorporating the results of the assessment covering above topics.
- Proposed career development path and promotional scheme, proposed internal instructions for HRM and proposed salary scale for JTB staff.

## **C. Performance Management & M&E Enhancement Analysis**

1. Conduct a detailed assessment of JTB's performance management and M&E systems, identify gaps, and recommend concrete actions and processes for establishing these functions at JTB to be equipped with the necessary capacity, authority and processes to ensure sustainability.
2. Design policy for basis of morale and other incentives for JTB staff.

The outcome of and deliverables from this task will be:

- JTB Performance management and M&E enhancement report that includes findings and recommendations for enhancing JTB's Performance Management and M&E practices including linking performance to tangible deliverables of staff/units.

## **II.4. Deliverables**

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.5 below. Unless otherwise stated, all documents shall be submitted electronically, in English, and in Microsoft Word format:

**1. Deliverables No. 1: Inception Report**

The inception report will highlight major takeaways from the conducted review of available research, data, and studies, and will communicate the Subcontractor's understanding of the assignment and how the work will be organized and implemented within the project period according to a detailed work plan, and activity schedule and a timeline.

The inception report shall be submitted to BEST for review as per section II.5 and will be considered complete upon BEST approval.

**2. Deliverables No. 2: Functions and Responsibilities Assessment Report and presentation**

This report will document the conducted assessment by the Subcontractor highlighting the major takeaways from the conducted review of all relevant documents, regulations, by-laws and instructions, as well as findings from the analysis of JTB's legal mandate and strategic direction. The report will include an assessment and analysis of the organizational and human resources aspects of JTB for different departments and units, staff functions and responsibilities, and Human Resources Management (HRM) functions and compared against mandated functions and strategic direction.

The report will include a revision of all functions and job descriptions for all the departments/units at JTB identifying core roles and responsibilities for each function and job. The report will also include a revised organizational structure for JTB based on JTB's legal mandate and new strategic direction and an assessment of staffing needs for the departments/units. The report will also include a proposed annual training plan for JTB staff based on the conducted assessment.

The Subcontractor will prepare a presentation of the functions and responsibilities assessment.

**3. Deliverables No. 3: Organizational and Human Resources Assessment Report and presentation**

The report will document the Subcontractor's HRM Assessment of JTB including above listed topics related to capacity deficiency within JTB related to effective functioning of HRM, institutional setup within the HR Department including current policies, procedures for recruitment, evaluation, promotion, training etc., evaluation of the capacity of the HR department to manage HR, assessment of the current usage of IT systems and programs for HRM functions, reviewed current human resources and staff related instructions and proposed improvements, proposed career development path and promotional scheme for JTB employees, drafted internal instructions for daily office working hours and leaves policy in line with best practices for similar organizations and in compliance with Jordanian Labour Law, and proposed a salary scale for JTB staff.

The Subcontractor will prepare a presentation of the organizational and human resources assessment.

**4. Deliverables No. 4: JTB's Performance Management and M&E Systems Assessment Report and presentation**

This report will document findings and recommendations for enhancing JTB's performance management and M&E practices including linking performance to tangible deliverables and results, and will include proposed policy for basis of morale and other incentives for JTB staff.



The Subcontractor will prepare a presentation of JTB’s Performance Management and M&E Systems Assessment.

**II.5. Deliverables Schedule**

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule. A more detailed work plan with detailed activities shall be submitted as part of the proposal.

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	Inception report	2 weeks from project start date
2	Functions and Responsibilities Assessment Report and presentation	6 weeks from project start date
3	Organizational and Human Resources Assessment Report and presentation	8 weeks from project start date
4	JTB’s Performance Management and M&E Systems Assessment Report and presentation	10 weeks from project start date

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

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

**FIXED PRICE SUBCONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.**

**And**

*(INSERT SUBCONTRACTOR NAME here)*

**Hereinafter referred to as the Subcontractor**

**For**

*(insert Contract Name here)*

**USAID PRIME CONTRACT NO.** *(insert contract number here, and Task Order No. if applicable)*

Subcontract number: *(insert Subcontract Number here)*

Start Date: *(insert date here)*

End Date: *(insert date here)*

**Total Fixed price:** *(insert amount here - local subcontracts must be in local currency. If total fixed price exceeds \$150,000 or 5% of the total prime contract value, CO consent is required per FAR 52.244-2)*

**ISSUED BY:**

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

**ISSUED TO:**

*(INSERT SUBCONTRACTOR NAME AND ADDRESS)*

Subcontractor Tax ID Number: *(INSERT Subcontractor Employer Identification Number (EIN) or local tax reference number as applicable)*

Subcontractor DUNS Number: *(INSERT Subcontractor DUNS for awards valued at \$30,000USD or higher unless exempted. Delete if not applicable.)*

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The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For  
Chemonics International Inc.

For  
{ Subcontractor's name }

By:

By:

\_\_\_\_\_

\_\_\_\_\_

—

{name}

{name}

{title of officer}

{title of officer}

Date Signed: {insert date}

Date Signed: {insert date}

Place Signed: {insert place}

Place Signed: {insert place}

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

**Section A.** BACKGROUND, SCOPE OF WORK, DELIVERABLES AND DELIVERABLES SCHEDULE

**A.1.** Background

**A.2.** Scope of Work

**A.3.** Deliverables

The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1: [Insert Deliverable Name]

Deliverable No. 2: [Insert Deliverable Name]

**A.4.** Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	[Deliverable Name from Section A.3]	[Date]
2	[Deliverable Name from Section A.3]	[Date]

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

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference herein.

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changes—Fixed Price, which is incorporated by reference herein.

Any change in the Subcontractor’s scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this subcontract.

**Section B.** REPORTING AND TECHNICAL DIRECTION

(a) Only Chemonics’ INSERT 'Senior Vice President or the Chief of Party' if the subcontract is within the COP DOA, if not, insert 'Senior Vice President') has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) (specify name and title -- usually COP or Program Manager) will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The (specify name and title -- usually COP or Program Manager), or his/her designee, has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to (specify name and title -- usually COP or Program Manager) or other authorized project staff member.

Section C. PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is (fill in date when work must begin, not earlier than signature date) , and the completion date is (fill in date). The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the (designate receiving person) in accordance with the schedule stipulated therein.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

Section D. SUBCONTRACT FIXED PRICE, INVOICING AND PAYMENT

D.1. Subcontract Fixed Price

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

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

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

D.2. Invoicing

Upon technical acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, by the Chemonics representative identified herein, the Subcontractor shall submit an original invoice to (insert project name) for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) 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 (choose either US dollars or specify a local currency if this is a local subcontract) , 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](http://www.usaid.gov/branding), or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

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 {insert applicable geographic code}.

(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

Subcontractor shall fully indemnify, hold harmless and defend Chemonics and its directors, officers, employees, agents, stockholders and Affiliates (collectively, Indemnified Parties) from and against all



claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from acts, errors or omissions of the Subcontractor in performance of this Agreement, in each case whether or not caused by the negligence of Chemonics or any other Indemnified Party and whether or not the relevant Claim has merit.

**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 Y, 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.

**Section J. PRIVACY OF CONTRACT AND COMMUNICATIONS**

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

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

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, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with

all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

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

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

(d) Remedy.

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

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

**Y.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.

**Y.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.

**Y.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.

**Y.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.

**Y.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:**

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<u>52.202-1</u>	DEFINITIONS	NOV 2013	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	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	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 \$150,000 (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 \$150,000 (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	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<a href="#"><u>52.203-13</u></a>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	All subcontracts > \$5,000,000 with a period of performance of 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.
<a href="#"><u>52.203-14</u></a>	DISPLAY OF HOTLINE POSTER(S)	DEC 2007	All Subcontracts > \$5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)
<a href="#"><u>52.203-17</u></a>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013	All Subcontracts equal to or greater than \$150,00
<a href="#"><u>52.204-06</u></a>	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013	All Subcontracts equal to or greater than \$25,000
<a href="#"><u>52.204-10</u></a>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUL 2013	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.
<a href="#"><u>52.209-2</u></a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.209-6</u></a>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$30,000. (Note 2 applies)
<a href="#"><u>52.209-10</u></a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.215-2</u></a>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts > \$150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<a href="#"><u>52.215-10</u></a>	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).)
<a href="#"><u>52.215-11</u></a>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA --	AUG 2011	Applies if submission of certified cost or pricing data is required for

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
	MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.		modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract > \$150,000. 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 <i>and</i> 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 <i>and</i> 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 INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts > \$150,000. (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.	JUN 2013	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))

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
			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.)
<u>52.216-18</u>	ORDERING	OCT 1995	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.</i> (Notes 1 and 2 apply.)
<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.)

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013	Applies to all Subcontracts >\$150,000 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.)	JUL 2013	Applies if this Subcontract > \$650,000 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 > \$150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	(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	MAR 2007	(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>52.222-29</u>	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-36</u>	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
			outside the U.S. (Note 8 applies.)
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts > \$10,000. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts issued to <i>non-U.S. firms</i> where the work is performed entirely outside the U.S. (Note 8 applies.)
<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)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013	Applies to Subcontracts > \$3,000 <i>except for a</i> ) 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. (Note 8 applies.)
<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	AUG 2011	Applies if this Subcontract > \$3,000. (Note 8 applies.)
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	FEB 2009	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	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	DEC 2007	Applies if the Subcontract >\$150,000. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract >\$150,000. (Notes 2 and 4 apply.)
<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	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<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.
<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	JUN 2003	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	MAY 2012	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	MAY 2012	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	MAY 2012	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	MAY 2012	"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

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
			Subcontract or Task Order. (Notes 1 and 2 apply.)
<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	DEC 2013	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>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.  WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<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	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS		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	AUG 1989	Notes 1 and 2 apply.



<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
	cost-reimbursement Subcontract.		
<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	DEC 2013	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"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	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<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 for \$150,000 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.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-</u>	SUBMISSION OF TRANSPORTATION	FEB	Applies to Subcontracts that include

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
<u>67</u>	DOCUMENTS FOR AUDIT	2006	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:**

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
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.

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		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		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		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.)	OCT 1998	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)

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7014	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)

<b>Clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES  APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)

Clause Number	Title	Date	Notes and Applicability
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.

**Y.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 DUNS Number:**

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

Yes  No

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

Yes  No

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

Yes  No

(v) If you have indicated “Yes” for paragraph (ii) **and** "No" for paragraph (iii) and (iiv) above, provide the names and total compensation\* of your five most highly compensated executives\*\* for the preceding completed fiscal year.

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

**Y.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.

[End of Subcontract]

**Annex 1 Sample Proposal Cover Letter**

[Offeror: Insert date]

[Insert name of point of contact for RFP]

[Insert designation of point of contact for RFP]

[Insert project name]

[Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]

[Insert project office address]

Reference: Request for Proposals [Insert RFP name and number]

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

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

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

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

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

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

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

- 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 recommended that offerors follow the steps described below.

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

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

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

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

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

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

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

**Sample Budget**

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

<b>Subcontractor - NAME</b>				
Line Item	LOE	Rate	Total	Notes
		(JOD)	(JOD)	
I. Labor				
A. Short-Term Local Professionals				
Name	0	0	0	
Name	0	0	0	
Total, Labor			JOD 0	
II. Travel and Transportation				
A. Ground Transportation	0	0	0	
B. Other	0	0	0	
Subtotal, Travel and Transportation			JOD 0	
III. Allowances				
A. Per Diem Meals	0	0	0	
B. Per Diem Accommodation	0	0	0	
Subtotal, Allowances			JOD 0	
IV. Other Direct Costs				
A. Communications	0	0	0	
B. Reproduction Costs	0	0	0	
C. Expendable Supplies	0	0	0	
D. Other	0	0	0	
Subtotal, Other Direct Costs			JOD 0	
Total, Materials (Items II-IV)			JOD 0	
<b>GRAND TOTAL</b>			<b>JOD 0</b>	

Annex 3 Required Certifications

## EVIDENCE OF RESPONSIBILITY

### 1. Subcontractor Business Information

**Company Name:** Full Legal Name

**Address:** Address

**DUNS Number:** Enter the Data Universal Numbering System reference (DUNS) assigned to the company *Instructions: Partners must provide their DUNS as a pre-condition to receiving a subcontract with Chemonics. Dun & Bradstreet regulates the system and may be obtained online at <http://fedgov.dnb.com/webform>. If the organization does not yet have a DUNS, please note your intention to obtain a DUNS prior to negotiation of a subcontract.)*

### 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.

In accordance with The Transparency Acts of 2006 and 2008, First Tier Subcontract Awards will be reported and made public through FSRS.gov. If the offeror is selected for an award valued at \$30,000 or above, and in accordance with FAR 52.240-10, 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 subcontractor's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if awarded a subcontract.

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 under \$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 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 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](http://www.SAM.gov))?  
  
 Yes  No

#### 4. Ability to Comply

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

#### 5. Record of Performance, Integrity, and Business Ethics

**Company Name**'s record of integrity is **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

**Subcontractor** has established policies, procedures, and an organizational system appropriate for managing the subcontract. **Subcontractor** has accounting and control procedures to accommodate a fixed priced subcontract.

**7. Equipment and Facilities**

Subcontractor has the necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW. If not applicable, state "N/A".

**8. Eligibility to Receive Award**

Subcontractor is qualified and eligible to receive an award under applicable laws and regulations in Jordan. Subcontractor affirms we are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. Subcontractor has performed work of similar nature under similar mechanisms for USAID.

**9. Commodity Procurement**

N/A

**10. Cognizant Auditor**

N/A

**11. Acceptability of Contract Terms**

Subcontractor accepts the proposed contract terms.

**12. Recovery of Vacation, Holiday and Sick Pay**

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

**13. Organization of Firm**

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

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

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

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

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

**Subcontractor Size Self-Certification Form**

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

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

**Primary NAICS Code:** 541990

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**Company Name:** Full legal name

**Address:** Street address

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

**DUNS Number:** [enter the [Data Universal Numbering System \(DUNS\)](#) here. As of June, 2014, all subcontractors must have a DUNS as a pre-condition to receiving a subcontract with Chemonics]

**Contact Person:** Name, Title

**Contact Phone Number:** (555) 555-5555

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**Type of Entity**

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

Small Business    Large Business    Nonprofit/Educational    Government    Non-US

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

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

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

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Signature and Title (required)

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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**  
**DUNS and SAM Registration Guidance**

**What is DUNS?**

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

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

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

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

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

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

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

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

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

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

- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

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

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

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

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

### **What is CCR/SAM?**

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

### **When should I register in SAM?**

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

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

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at <https://www.sam.gov>. 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 DUNS number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- 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 DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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

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

### **How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf)

Follow the step-by-step guidance for contracts registrations at: [https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Contract\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf)

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

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

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

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

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

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

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

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

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