Request for Proposals

**RFP/SHN/0037/2021**

For the provision of

Maintenance, Upgrading, and Improvement of EMR (Electronic Medical Records) System, HMIS (Health Management Information System) and QIS (Quality Improvement System) in 134 Clinics

Contracting Entity:

Surjer Hashi Network, Abedin Tower, 6th Floor,

35 Kamal Ataturk Avenue, Banani, Dhaka-1213, Bangladesh

Funded by:

United States Agency for International Development (USAID)

through

Chemonics International Inc.

Funded under:

Advancing Universal Health Coverage (AUHC) Project

Prime Contract Number: AID-388-C-17-00001

SHN Subcontract Number: SUB-650

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

Surjer Hashi Network is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit.

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

Please contact Ferdous N. Khan, Director of Compliance, (fkhan@shnnetwork.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to “Surjer Hashi Network’, Abedin Tower, 6th Floor, 35 Kamal Ataturk Avenue, Banani, Dhaka-1213, Bangladesh.

**RFP Table of Contents**

List of Acronyms

**Section I Instructions to Offerors**

I.1 Introduction

I.2 Offer Deadline

I.3 Submission of Offers

I.4 Requirements

I.5 Source of Funding and Geographic Code

I.6 Chronological List of Proposal Events

I.7 Validity Period

I.8 Evaluation and Basis for Award

I.9 Negotiations

I.10 Terms of Agreement

I.11 Privity

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

II.1. Background

II.2. Scope of Work

II.3. Deliverables

II.4. Deliverables Schedule

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

Annex 1 Sample Proposal Cover Letter

Annex 2 Sample Budget

Annex 3 Required Certifications

**List of Acronyms**

CEO Chief Executive Officer

CFR Code of Federal Regulation

COB Close of Business

CV Curriculum Vitae

EMR Electronic Medical Records

FAR Federal Acquisition Regulations

HMIS Health Management Information System

NGO Nongovernmental Organization

QIS Quality Improvement System

RFP Request for Proposals

SHN Surjer Hashi Network

USAID U.S. Agency for International Development

USAID/Bangladesh USAID Mission in Bangladesh

USG U.S. Government

VAT Value Added Tax

**Section 1: Instructions to Offerors**

**I.1 Introduction:**

Surjer Hashi Network (SHN) is a social enterprise whose mission is to offer high-quality, customer-oriented, and affordable health care services and products to all Bangladeshis, especially the poor. The company operates 134 Surjer Hashi clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products. Via a third-party vendor, SHN has developed and rolled out an electronic medical records (EMR) system, a health management information system (HMIS), and a quality improvement system (QIS). As part of the continued implementation, SHN requires a vendor to provide support in the regular maintenance, upgrading, and improvement of these systems. It is therefore seeking proposals from qualified firms to provide this support.

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 agreement will be guided by Sections II and III.

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

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

**I.2. Chronological List of Proposal Events**

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

**RFP published April 13, 2021**

**Proposal conference pre-registration deadline April 18, 2021**

**Proposal conference April 20, 2021**

**Answers provided to questions/clarifications April 23, 2021**

**Proposal due date April 28, 2021**

**Subcontract award (estimated) May 31, 2021.**

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

**Proposal Conference.** A mandatory proposal conference will be held via the Microsoft Teams application, on **April 20, 2021 at 11:00am** to provide interested offerors an opportunity to learn more about Surjer Hashi Network and to ask any questions about this RFP and the solicitation process. SHN welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required, as individuals must be sent a link to access the online meeting. Please email your registration request and any advance questions by **April 18, 2021 at 5:00pm** to Md. Shohel Rana, Director Finance, at Md.ShohelRana@shnnetwork.org.

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

**Written Questions and Clarifications.** Should an organization need further clarification following attendance at the bidder’s conference, all questions or clarifications regarding this RFP must be in writing and submitted to Md. Shohel Rana, Director Finance, at Md.ShohelRana@shnnetwork.org no later than 24 hours after the conclusion of the bidder’s conference. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who attended the bidder’s conference. As attendance at the bidder’s conference is mandatory, additional questions and requests for clarification from individuals or organizations that did not attend the bidder’s conference will not be entertained by SHN.

Only written answers from SHN 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 SHN or any other party, will not be considered official responses regarding this RFP.

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

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

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

**I.3. Offer Submission Requirements**

In light of the ongoing pandemic, offerors shall submit their offers electronically only E-mail offers must be received no later than **5:00pm on April 28, 2021** at the following address.

Md. Shohel Rana

Director Finance

Md.ShohelRana@shnnetwork.org

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 SHN. SHN cannot guarantee that late offers will be considered.

Proposals must be submitted in electronic form only.

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.

All proposals must be submitted in two volumes, consisting of:

* Volume 1: Technical proposal
* Volume 2: Cost proposal

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

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

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

**I.4. Eligibility Requirements**

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

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

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

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

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

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

**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 973 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 Bangladesh.

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

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

**I.6. Validity Period**

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

**I.7. Instructions for the Preparation of the Proposal**

Cover Letter

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

Technical Proposal

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

* Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long but may not exceed 15 pages.

Offerors are required to describe how they would support SHN with the maintenance, upgradation and improvement of the EMR, HMIS and QIS systems which is already developed and implemented in SHN clinics. The solutions are built on open-source customizable software, i.e. Bahmni & DHIS2. The proposal should demonstrate the offeror’s capabilities to run the different systems with clear understanding highlighted in a detail workplan. A successful offeror will describe how they would undertake the following:

* Continuously support SHN and ensure performance, efficiency, and overall functionality of EMR, HMIS and QIS.
* Work with the SHN designated team for improving different modules and customize the software solutions as per need.
* Work with the SHN designated team for add/update/remove clinics meta information (service, product, price etc.).
* Support SHN clinics in troubleshooting any hardware or software compatibility issue both in cloud server and clinic level; maintain the local servers and ensure data synchronization between EMR, HMIS and QIS systems.
* Provide refresher training to SHN HQ and clinic staff on the system usage as per need basis.
* Provide consultation support to SHN in different technical aspects for improving the system functionalities.
* 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 all personnel must be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall present a management plan that lays out all positions necessary to complete the scope of work, how each staff/consultant fits into the overall execution of the scope of work, and an organizational chart of the team working on the subcontract.

* Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan.

Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. SHN reserves the right to check additional references not provided by an offeror.

1. 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 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 Bangladeshi taka. Please refer to Annex 2 for detailed instructions and a sample cost structure.

The cost proposal **shall also include a budget narrative that explains the basis for the estimate of every cost element or line item**. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. SHN 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.

In accordance with the subcontract under which this procurement is financed, SHN is exempt from payment of taxes, VAT, tariffs, duties, or other levies imposed by the Bangladesh government. Offerors must include taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Bangladesh as a separate cost line. SHN will provide the successful offeror with a VAT coupon for VAT amount, VAT coupon will be issue upon submission of a Mushok-6.3

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. SHN 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.8 Evaluation and Basis for Award**

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

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

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

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria** | **Evaluation Sub-criteria** | **Maximum Points** |
| Technical Approach, Methodology, and Detailed Work Plan |  |
|  | Technical know-how – SHN will assess whether the proposal explains, understands, and responds to the objectives of the project as stated in the Scope of Work | 25 points |
|  | Approach and Methodology – SHN will assess whether the proposed program approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently? | 25 points |
| **Total Points – Technical Approach** | 50 points |
|  |
| Management, Key Personnel, and Staffing Plan |  |
|  | Personnel Qualifications – SHN will evaluate the qualifications of the proposed team members and evaluate if the offer has the experience and capabilities carry out the Scope of Work? | 20 points |
| **Total Points – Management** | 20 points |
|  |
| Corporate Capabilities, Experience, and Past Performance |  |
|  | Company Background and Experience – SHN will evaluate whether the company experience is relevant to the project Scope of Work? | 10 points |
|  | SHN will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope  | 20 points |
| **Total Points – Corporate Capabilities** | 30 points |
| **Total Points** | 100 points |

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

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, SHN reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, SHN 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 SHN, offerors may be requested to conduct oral presentations. If deemed an opportunity, SHN 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 SHN 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. SHN 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. 1****1 Privity**

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

**I.12** **Insurance and Services**

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

DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Background**

SHN is a social enterprise whose mission is to offer high-quality, customer-oriented and affordable health care services and products to all Bangladeshis, especially the poor. The company operates approximately 134 Surjer Hashi clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products. Via a third-party vendor, SHN has developed and rolled out an electronic medical records (EMR) system, a health management information system (HMIS), and a quality improvement system (QIS). As part of the continued implementation, SHN requires a vendor to provide support in the regular maintenance, upgrading, and improvement of these systems. It is therefore seeking proposals from qualified firms to provide this support.

1. **Scope of Work**

SHN will provide the source codes and other related documents to the successful offeror in order for it to provide effective maintenance services. SHN require support for the maintenance, upgrading, and improvement of its EMR, HMIS, and QIS across its134 clinics. The support covers four main segments:

1. Troubleshooting and regular maintenance of the system (front end and back end)
2. Refresher training and capacity building of clinic staff
3. Customization per the needs of SHN management
4. Upgradation of the system over the period of performance.

The period of performance of this scope of work is June 15, 2021, to August 31, 2022.

**Detailed Tasks:**

1. Regular support on EMR & HMIS configuration management
	1. Clinic profile and users add/update.
	2. Clinic service code and price add/update.
	3. Clinic medicine and product add/update.
	4. Lab tests add/update for different clinic.
2. Regular maintenance and follow up on local server issues and feedback to SHN clinics.
	1. Ensure local server up and running Full EMR in clinics
	2. Ensure regular sync between local server to cloud server.
	3. Ensure regular data back-up and restore in local server.
	4. Troubleshoot network connectivity.
3. Regular Maintenance and follow up on cloud server issues.
	1. Ensure cloud server up and running.
	2. Routine follow up for maintenance work.
	3. Ensure regular data back-up and restore as per need.
4. Regular support on clinic hardware (laptop, printer, local server) management
	1. Laptop, printer set up and support on basic troubleshooting.
	2. Support on local server issues (connectivity, LAN, WAN)
5. EMR, HMIS, and QIS customization and version upgradation as per need basis
6. Refresher training on usages of EMR system (approx. 40 hours per month)
7. Routine follow up with clinics using EMR & HMIS for reporting collaboration with MIS Manager.
	1. Data entry completeness
	2. Data anomaly identification and follow up.
	3. Ad-hoc report creation to support management requirements
8. Continuous support for QIS
	1. Support Service Delivery Team for field-level monitoring using the QIS.
	2. Customization of new and existing checklists as required.
	3. Support in data analysis and creation of dashboards
9. **Deliverables**

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

Deliverable No. 1 to 15: Monthly Activity Report-June 2021 to August 2022

The successful offeror shall submit a “Monthly Activity Report” to SHN in every month. Deadline for the report will be the 5th business days following the conclusion of the reporting month. The report should include:

* All the tasks conducted in the reporting month under Tasks 1 to 8 in section II.2.
* Highlight any major activity conducted for maintenance, upgradation or functional improvement made in EMR, HMIS or QIS
* Details on server maintenance activity, i.e. monitoring log, troubleshooting action etc.
* Details on any other action performed and not mentioned above.
1. **Deliverables Schedule**

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

|  |  |  |
| --- | --- | --- |
| **Deliverable Number** | **Deliverable Name** | **Due Date** |
| 1 | Monthly Activity Report-June 2021 | No later than five business days following the conclusion of the reporting month. |
| 2 | Monthly Activity Report-July 2021 |
| 3 | Monthly Activity Report-August 2021 |
| 4 | Monthly Activity Report-September 2021 |
| 5 | Monthly Activity Report-October 2021 |
| 6 | Monthly Activity Report-November 2021 |
| 7 | Monthly Activity Report-December 2021 |
| 8 | Monthly Activity Report-January 2022 |
| 9 | Monthly Activity Report-February 2022 |
| 10 | Monthly Activity Report-March 2022 |
| 11 | Monthly Activity Report-April 2022 |
| 12 | Monthly Activity Report-May 2022 |
| 13 | Monthly Activity Report-June 2022 |
| 14 | Monthly Activity Report-July 2022 |
| 15 | Monthly Activity Report-August 2022 |

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

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

1. Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

SHN is a social enterprise whose mission is to offer high-quality, customer-oriented and affordable health care services and products to all Bangladeshis, especially the poor. The company operates approximately 134 Surjer Hashi clinics throughout Bangladesh that provide essential health services packages along with diagnostic services, drugs, and other pharmaceutical and consumer healthcare products. Via a third-party vendor, SHN has developed and rolled out an electronic medical records (EMR) system, a health management information system (HMIS), and a quality improvement system (QIS). As part of the continued implementation, SHN requires a vendor to provide support in the regular maintenance, upgrading, and improvement of these systems. It is therefore seeking proposals from qualified firms to provide this support.

A.2. Scope of Work

SHN will provide the source codes and other related documents to the successful offeror in order for it to provide effective maintenance services. SHN require support for the maintenance, upgrading, and improvement of its EMR, HMIS, and QIS across its134 clinics. The support covers four main segments:

1. Troubleshooting and regular maintenance of the system (front end and back end)
2. Refresher training and capacity building of clinic staff
3. Customization per the needs of SHN management
4. Upgradation of the system over the period of performance.

The period of performance of this scope of work is June 15, 2021, to August 31, 2022.

**Detailed Tasks:**

1. Regular support on EMR & HMIS configuration management
	1. Clinic profile and users add/update.
	2. Clinic service code and price add/update.
	3. Clinic medicine and product add/update.
	4. Lab tests add/update for different clinic.
2. Regular maintenance and follow up on local server issues and feedback to SHN clinics.
	1. Ensure local server up and running Full EMR in clinics
	2. Ensure regular sync between local server to cloud server.
	3. Ensure regular data back-up and restore in local server.
	4. Troubleshoot network connectivity.
3. Regular Maintenance and follow up on cloud server issues.
	1. Ensure cloud server up and running.
	2. Routine follow up for maintenance work.
	3. Ensure regular data back-up and restore as per need.
4. Regular support on clinic hardware (laptop, printer, local server) management
	1. Laptop, printer set up and support on basic troubleshooting.
	2. Support on local server issues (connectivity, LAN, WAN)
5. EMR, HMIS, and QIS customization and version upgradation as per need basis
6. Refresher training on usages of EMR system (approx. 40 hours per month)
7. Routine follow up with clinics using EMR & HMIS for reporting collaboration with MIS Manager.
	1. Data entry completeness
	2. Data anomaly identification and follow up.
	3. Ad-hoc report creation to support management requirements.
8. Continuous support for QIS
	1. Support Service Delivery Team for field-level monitoring using the QIS.
	2. Customization of new and existing checklists as required.
	3. Support in data analysis and creation of dashboards

A.3. Deliverables

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

Deliverables No. 1 to 15: Monthly Activity Report- June 2021 to August 2022

The successful offeror shall submit a “Monthly Activity Report” to SHN in every month. Deadline for the report will be the 5th business days following the conclusion of the reporting month. The report should include:

* All the tasks conducted in the reporting month under Tasks 1 to 8 in section II.2.
* Highlight any major activity conducted for maintenance, upgradation or functional improvement made in EMR, HMIS or QIS
* Details on server maintenance activity, i.e. monitoring log, troubleshooting action etc.
* Details on any other action performed and not mentioned above.

A.4. Deliverables Schedule

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

|  |  |  |
| --- | --- | --- |
| **Deliverable Number** | **Deliverable Name** | **Due Date** |
| 1 | Monthly Activity Report-June 2021 | No later than five business days following the conclusion of the reporting month. |
| 2 | Monthly Activity Report-July 2021 |
| 3 | Monthly Activity Report-August 2021 |
| 4 | Monthly Activity Report-September 2021 |
| 5 | Monthly Activity Report-October 2021 |
| 6 | Monthly Activity Report-November 2021 |
| 7 | Monthly Activity Report-December 2021 |
| 8 | Monthly Activity Report-January 2022 |
| 9 | Monthly Activity Report-February 2022 |
| 10 | Monthly Activity Report-March 2022 |
| 11 | Monthly Activity Report-April 2022 |
| 12 | Monthly Activity Report-May 2022 |
| 13 | Monthly Activity Report-June 2022 |
| 14 | Monthly Activity Report-July 2022 |
| 15 | Monthly Activity Report-August 2022 |

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

SHN reserves the unilateral right to terminate this service agreement 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.

SHN 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 SHN through a modification to this subcontract.

1. Reporting and Technical Direction

(a) Only SHN’s Chief Executive Officer has authority on behalf of SHN to make changes to this Service Agreement. All modifications must be identified as such in writing and executed by the parties.

(b) Head of IT, SHN 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 Head of IT, 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 SHN’s Chief Executive Officer or other authorized SHN staff member.

1. Period of Performance

The effective date of this service agreement is June 15, 2021, and the completion date is August 31, 2022. The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the Head of IT 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 SHN forthwith and SHN 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., SHN will pay the Subcontractor a total of BDT (TBD). This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. SHN will pay the total price through a series of installment payments. SHN 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. TBD
 | 1. Monthly Activity Report-June, 2021 |
| 1. TBD
 | 2. Monthly Activity Report-July, 2021 |
| 1. TBD
 | 3. Monthly Activity Report-August, 2021 |
| 1. TBD
 | 4. Monthly Activity Report-September, 2021 |
| 1. TBD
 | 5. Monthly Activity Report-October, 2021 |
| 1. TBD
 | 6. Monthly Activity Report-November, 2021 |
| 1. TBD
 | 7. Monthly Activity report-December, 2021 |
| 1. TBD
 | 8. Monthly Activity Report- January, 2022 |
| 1. TBD
 | 9. Monthly Activity Report-February, 2022 |
| 1. TBD
 | 10. Monthly Activity Report-March, 2022 |
| 1. TBD
 | 11. Monthly Activity Report- April, 2022 |
| 1. TBD
 | 12. Monthly Activity Report- May, 2022 |
| 1. TBD
 | 13. Monthly Activity report- June, 2022 |
| 1. TBD
 | 14. Monthly Activity Report- July, 2022 |
| 1. TBD
 | 15. Monthly Activity Report- August, 2022 |

\*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 SHN representative identified herein, the Subcontractor shall submit an original invoice to SHN for payment. The invoice shall be sent to the attention of Director Finance, SHN and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in Bangladeshi taka, per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

**D.3. Payment Account Information**

SHN 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**

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

**Section E. Branding Policy**

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

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

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

(b) Except as may be specifically approved by SHN, 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 SHN.

(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 SHN:

(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 SHN determines that the Subcontractor has procured any of these specific restricted this subcontract without the prior written authorization of USAID through SHN and has received payment for such purposes, SHN 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 SHN 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 SHN and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 “Authorization and Consent” applies to SHN’s subcontract with Chemonics International Inc. for infringement of a U.S. patent, and SHN 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 SHN, 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 SHN pursuant to this Subcontract shall become the sole property of SHN.

**Section H. Indemnity and Subcontractor Waiver of Benefits**

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

**Section I. Compliance with Applicable Laws and Regulations**

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

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.

2. The Subcontractor shall timely disclose, in writing, to SHN and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

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

**Section J. Privity of Contract and Communications**

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

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 SHN’s 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 SHN 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 Bangladesh, except that subcontract provisions and requirements that are based on U.S. government contract laws, regulations, or U.S. Federal Acquisition Regulation clauses shall be construed in accordance with U.S. 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 SHN, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that SHN 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 SHN on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold SHN harmless from all costs and expenses incurred by SHN 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. Surjer Hashi Network’ entire liability for claims arising from or related to this Subcontract will in no event exceed the total subcontract fixed price. Except for indemnification obligations, neither the Subcontractor or SHN will have any liability arising from or related to this Subcontract for (i) special incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

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

**Section M. Set-Off Clause**

SHN 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 SHN 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 SHN. 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 SHN of such potential conflict of interest and receiving SHN 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 SHN supplier.

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

**Section Q. Terrorist Financing Prohibition/ Executive Order 13224**

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

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

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at 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 SHN’s 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 SHN. Subcontractor agrees to indemnify, hold harmless and defend SHN for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against SHN 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 SHN; 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 SHN. The Subcontractor’s employees shall not act as agents or employees of SHN.

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

(c) SHN 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, SHN, and/or Chemonics International Inc.

2) Feedback from key partners

3) Site visits by SHN personnel

4) Meetings to review and assess periodic work plans and progress reports

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

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

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

(c) Impracticality of Registration.

If obtaining a DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify SHN and shall submit to SHN 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 SHN 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 SHN or the Subcontractor demonstrates to SHN that its System for Award Management record has been updated. In addition to contractual remedies, SHN 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.

**Y. Insurance Requirements**

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

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

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

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

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

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

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

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

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

(b)(4) USAID’s DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions. Address is:  1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596 Point of contact is: Fred Robinson, 925-951-1856, E-mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

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

(2) Exceptions:

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

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

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

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

**Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

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

**Z.2 GOVERNMENT SUBCONTRACT**

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

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

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

**Z.3 NOTES**

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

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

**Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

The Subcontractor agrees that upon the request of SHN it will negotiate in good faith with SHN relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as SHN may reasonably deem necessary in order to comply with the provisions of its own subcontract with Chemonics or with the provisions of modifications to such subcontract. 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 Subcontract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

**Z.5 PROVISIONS INCORPORATED BY REFERENCE**

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

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

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

| **Clause Number** | **Title** | **Date\*** | **Notes and Applicability** |
| --- | --- | --- | --- |
| [52.202-1](https://acquisition.gov/far/current/html/52_200_206.html#wp1137572) | DEFINITIONS | NOV 2013 | All subcontracts regardless of value |
| [52.203-3](https://acquisition.gov/far/current/html/52_200_206.html#wp1137600) | GRATUITIES | APR 1984 | All subcontracts regardless of value (Note 4 applies) |
| [52.203-5](https://acquisition.gov/far/current/html/52_200_206.html#wp1137613) | COVENANT AGAINST CONTINGENT FEES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-6](https://acquisition.gov/far/current/html/52_200_206.html#wp1137622) | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 | Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies) |
| [52.203-7](https://acquisition.gov/far/current/html/52_200_206.html#wp1137631) | ANTI-KICKBACK PROCEDURES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| [52.203-8](https://acquisition.gov/far/current/html/52_200_206.html#wp1137653) | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies) |
| [52.203-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1151085) | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than the simplified acquisition threshold, (Note 1 applies) |
| [52.203-11](https://acquisition.gov/far/current/html/52_200_206.html#wp1137684) | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-12](https://acquisition.gov/far/current/html/52_200_206.html#wp1138380) | LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 | All subcontracts equal to or greater than $150,000 (Note 2 applies) |
| [52.203-13](https://acquisition.gov/far/current/html/52_200_206.html#wp1141983) | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | OCT 2015 | All subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer. |
| [52.203-14](https://acquisition.gov/far/current/html/52_200_206.html#wp1141988) | DISPLAY OF HOTLINE POSTER(S) | OCT 2015 | All subcontracts that have a value in excess of $5.5 million except those performed entirely outside of the U.S. (Note 8 applies) |
| [52.203-17](https://acquisition.gov/far/current/html/52_200_206.html#wp1150601) | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 | All Subcontracts equal to or greater than the simplified acquisition threshold |
| [52.204-06](https://acquisition.gov/far/current/html/52_200_206.html#wp1137830) | Unique Entity Identifier  | OCT 2016 | All Subcontracts equal to or greater than $30,000 |
| [52.204-10](https://acquisition.gov/far/current/html/52_200_206.html#wp1141649) | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.) | OCT 2018 | If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public. |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 | Applies to all subcontracts, regardless of value or type.  “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.” |
| [52.204-25](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#unique_1605198408) | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | AUG 2020 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144766) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -REPRESENTATION | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.209-6](https://acquisition.gov/far/current/html/52_207_211.html#wp1140926) | PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 | All Subcontracts > $35,000. (Note 2 applies) |
| [52.209-10](https://acquisition.gov/far/current/html/52_207_211.html#wp1146366) | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 | All subcontracts regardless of value (Note 1 applies) |
| [52.215-2](https://acquisition.gov/far/current/html/52_215.html#wp1144470) | AUDITS AND RECORDS - NEGOTIATION | OCT 2010 | All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.) |
| [52.215-10](https://acquisition.gov/far/current/html/52_215.html#wp1144582) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATARights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).) |
| [52.215-11](https://acquisition.gov/far/current/html/52_215.html#wp1144607) | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.) |
| [52.215-12](https://acquisition.gov/far/current/html/52_215.html#wp1148098) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-13](https://acquisition.gov/far/current/html/52_215.html#wp1144639) | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS | OCT 2010 | Applies if Subcontract > $750,000 and is not otherwise exempt under FAR 15.403. |
| [52.215-14](https://acquisition.gov/far/current/html/52_215.html#wp1144649) | INTEGRITY OF UNIT PRICES | OCT 2010 | Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause. |
| [52.215-15](https://acquisition.gov/far/current/html/52_215.html#wp1144658) | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 | Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.) |
| [52.215-16](https://acquisition.gov/far/current/html/52_215.html#wp1144668) | FACILITIES CAPITAL COST OF MONEY | JUN 2003 | Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 *and* Subcontractor proposed facilities capital cost of money in its proposal. |
| [52.215-17](https://acquisition.gov/far/current/html/52_215.html#wp1144674) | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT 1997 | Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 *and* Subcontractor did not propose facilities capital cost of money in its proposal. |
| [52.215-18](https://acquisition.gov/far/current/html/52_215.html#wp1144679) | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL 2005 | Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.) |
| [52.215-19](https://acquisition.gov/far/current/html/52_215.html#wp1145894) | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 | Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.) |
| [52.215-20](https://acquisition.gov/far/current/html/52_215.html#wp1148261) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA. | OCT 2010 | (Note 2 applies.) |
| [52.215-21](https://acquisition.gov/far/current/html/52_215.html#wp1144721) | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS | OCT 2010 | (Note 2 applies.) |
| [52.215-23](https://acquisition.gov/far/current/html/52_215.html#wp1149282) | LIMITATION ON PASS-THROUGH CHARGES | OCT 2009 | Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.) |
| [52.216-7](https://acquisition.gov/far/current/html/52_216.html#wp1114751) | ALLOWABLE COST AND PAYMENTAlt II applies to educational institutions.Alt IV applies to non-profit organizations. | AUG 2018 | Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.) |
| [52.216-8](https://acquisition.gov/far/current/html/52_216.html#wp1114806) | FIXED FEE | JUN 2011 | Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-10](https://acquisition.gov/far/current/html/52_216.html#wp1114819) | INCENTIVE FEE | JUN 2011 | Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.) |
| [52.216-11](https://acquisition.gov/far/current/html/52_216.html#wp1114845) | COST CONTRACT - NO FEE | APR 1984 | Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.216-18](https://acquisition.gov/far/current/html/52_216.html#wp1115031) | ORDERING | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-19](https://acquisition.gov/far/current/html/52_216.html#wp1115038) | ORDER LIMITATIONS | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.216-22](https://acquisition.gov/far/current/html/52_216.html#wp1115076) | INDEFINITE QUANTITY | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| [52.217-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1135887) | OPTION TO EXTEND SERVICES | NOV 1999 | Insert “30 days” as *the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)* |
| [52.217-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1135892) | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 | Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.) |
| [52.219-8](https://acquisition.gov/far/current/html/52_217_221.html#wp1136032) | UTILIZATION OF SMALL BUSINESS CONCERNS |  OCT 2018 | Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.) |
| [52.219-9](https://acquisition.gov/far/current/html/52_217_221.html#wp1136058) | SMALL BUSINESS SUBCONTRACTING PLAN(If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.) |  AUG 2018 | Applies if this Subcontract > $ $700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause *does not* apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.) |
| [52.222-2](https://acquisition.gov/far/current/html/52_222.html#wp1147464) | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 | Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.) |
| [52.222-3](https://acquisition.gov/far/current/html/52_222.html#wp1147479) | CONVICT LABOR | JUN 2003 | Applies to all Subcontracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands;  |
| [52.222-21](https://acquisition.gov/far/current/html/52_222.html#wp1147656) | PROHIBITION OF SEGREGATED FACILITIES |  APR 2015 | (Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-22](https://acquisition.gov/far/current/html/52_222.html#wp1147663) | PREVIOUS CONTRACTS AND COMPLIANCE REPORT | FEB 1999 | Applies if clause 52.222-26 applies. |
| [52.222-26](https://acquisition.gov/far/current/html/52_222.html#wp1147711) | EQUAL OPPORTUNITY |  SEP 2016 | Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| [52.222-29](https://acquisition.gov/far/current/html/52_222.html#wp1147795) | NOTIFICATION OF VISA DENIAL |  APR 2015 | Applies to all Subcontracts regardless of type or value. |
| [52.222-35](https://acquisition.gov/far/current/html/52_222.html#wp1158632) | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 | Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States.  |
| [52.222-36](https://acquisition.gov/far/current/html/52_222.html#wp1162802) | [EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.](https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1056250) |  JUL 2014 | Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island |
| [52.222-37](https://acquisition.gov/far/current/html/52_222.html#wp1148123) | EMPLOYMENT REPORTS ON VETERANS |  FEB 2016 | Applies if this Subcontract is for $150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States |
| [52.222-40](https://acquisition.gov/far/current/html/52_222.html#wp1160019) | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 | Applies to Subcontracts above the simplified acquisition threshold. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; |
| [52.222-50](https://acquisition.gov/far/current/html/52_222.html#wp1151848) | COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract) | JAN 2019 | Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.) |
| [52.222-54](https://acquisition.gov/far/current/html/52_222.html#wp1156645) | EMPLOYMENT ELIGIBILITY VERIFICATION |  OCT 2015 | Applies to Subcontracts which exceed the simplified acquisition threshold except for a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.  |
| [52.223-6](https://acquisition.gov/far/current/html/52_223_226.html#wp1168850) | DRUG-FREE WORKPLACE | MAY 2001 | Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply) |
| [52.223-18](https://acquisition.gov/far/current/html/52_223_226.html#wp1188603) | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 | Applies to all subcontracts regardless of value. |
| [52.225-1](https://acquisition.gov/far/current/html/52_223_226.html#wp1192900) | BUY AMERICAN ACT -- SUPPLIES |  MAY 2014 | Applies if the Statement of Work contains other than domestic components. (Note 2 applies.) |
| [52.225-13](https://acquisition.gov/far/current/html/52_223_226.html#wp1169608) | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 | Applies to all Subcontracts regardless of value or type |
| [52.225-14](https://acquisition.gov/far/current/html/52_223_226.html#wp1169615) | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 | Applies to all Subcontracts regardless of value or type |
| [52.227-1](https://acquisition.gov/far/current/html/52_227.html#wp1139062) | AUTHORIZATION AND CONSENT | DEC 2007 | Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.) |
| [52.227-2](https://acquisition.gov/far/current/html/52_227.html#wp1139074) | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 | Applies if this Subcontract is above the simplified acquisition threshold (Notes 2 and 4 apply.) |
| [52.227-9](https://acquisition.gov/far/current/html/52_227.html#wp1139140) | REFUND OF ROYALTIES | APR 1984 | Applies if this Subcontract includes royalties. |
| [52.227-14](https://acquisition.gov/far/current/html/52_227.html#wp1139363) | RIGHTS IN DATA - GENERAL |  MAY 2014 | Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14. |
| [52.228-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137443) | WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) | JUL 2014 | Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3. |
| [52.228-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137448) | WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 | Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause. |
| [52.228-7](https://acquisition.gov/far/current/html/52_228_231.html#wp1137464) | INSURANCE—LIABILITY TO THIRD PERSONS | MAR 1996 | Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply) |
| [52.228-9](https://acquisition.gov/far/current/html/52_228_231.html#wp1137505) | CARGO INSURANCE | MAY 1999 | Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9) |
| [52.229-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137724) | TAXES – FOREIGN FIXED PRICE CONTRACTS | FEB 2013 | Applies to Fixed Price Subcontracts of any value. |
| [52.229-8](https://acquisition.gov/far/current/html/52_228_231.html#wp1137753) | TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS | MAR 1990 | Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause. |
| [52.230-2](https://acquisition.gov/far/current/html/52_228_231.html#wp1137821) | COST ACCOUNTING STANDARDS | OCT 2015 | Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-3](https://acquisition.gov/far/current/html/52_228_231.html#wp1137836) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | OCT 2015 | Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics.” Delete paragraph (b) of the clause. |
| [52.230-4](https://acquisition.gov/far/current/html/52_228_231.html#wp1137852) | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS | OCT 2015 | Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences. |
| [52.230-5](https://acquisition.gov/far/current/html/52_228_231.html#wp1142797) | COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS | AUG 2016 | "United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies. |
| [52.230-6](https://acquisition.gov/far/current/html/52_228_231.html#wp1137876) | ADMINISTRATION OF COST ACCOUNTING STANDARDS | JUN 2010 | Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies. |
| [52.232-20](https://acquisition.gov/far/current/html/52_232.html#wp1152929) | LIMITATION OF COST | APR 1984 | Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply. |
| [52.232-22](https://acquisition.gov/far/current/html/52_232.html#wp1152962) | LIMITATION OF FUNDS | APR 1984 | Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| [52.232-40](https://acquisition.gov/far/current/html/52_232.html#wp1160491) | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 | Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.) |
| [52.233-3](https://acquisition.gov/far/current/html/52_233_240.html#wp1113329) | PROTEST AFTER AWARDAlternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics’ client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract. | AUG 1996 | "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics". |
| [52.237-8](https://acquisition.gov/far/current/html/52_233_240.html#wp1113621) | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | AUG 2003 | Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel. |
| [52.237-9](https://acquisition.gov/far/current/html/52_233_240.html#wp1113632) | INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | MAY 2014 | Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause. |
| [52.242-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128780) | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value. |
| [52.242-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1128794) | PENALTIES FOR UNALLOWABLE COSTS | MAY 2014 | Applies to all subcontracts > $700,000, regardless of subcontract type. |
| [52.242-4](https://acquisition.gov/far/current/html/52_241_244.html#wp1128814) | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 | Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value. |
| [52.242-13](https://acquisition.gov/far/current/html/52_241_244.html#wp1128870) | BANKRUPTCY | JUL 1995 | Notes 1 and 2 apply. |
| [52.242-15](https://acquisition.gov/far/current/html/52_241_244.html#wp1128884) | STOP-WORK ORDERAlternate I (APR 1984) applies if this is a cost-reimbursement Subcontract. | AUG 1989 | Notes 1 and 2 apply. |
| [52.243-1](https://acquisition.gov/far/current/html/52_241_244.html#wp1128917) | CHANGES-FIXED PRICE (Alt III) | AUG 1987 | Apples to Fixed Price Subcontracts of any value. |
| [52.243-2](https://acquisition.gov/far/current/html/52_241_244.html#wp1128962) | CHANGES - COST REIMBURSEMENT | AUG 1987 | Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order. |
| [52.243-3](https://acquisition.gov/far/current/html/52_241_244.html#wp1129000) | CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR | SEP 2000 | Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order. |
| [52.244-6](https://acquisition.gov/far/current/html/52_241_244.html#wp1129139) | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2019 | Applies to Subcontracts for commercial items only. |
| [52.245-1](https://acquisition.gov/far/current/html/52_245.html#wp1149752) | GOVERNMENT PROPERTY (APR 2012) (ALT I) | JAN 2017 | "Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics. |
| [52.246-3](https://acquisition.gov/far/current/html/52_246.html#wp1118742) | INSPECTION OF SUPPLIES - COST REIMBURSEMENTApplies to Cost Reimbursement Subcontracts and Task Orders. | MAY 2001 | Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months" |
| [52.246-4](https://acquisition.gov/far/current/html/52_246.html#wp1118768) | INSPECTION OF SERVICES – FIXED PRICE | AUG 1996 | Applies to Fixed Priced Subcontracts of any value. |
| [52.246-5](https://acquisition.gov/far/current/html/52_246.html#wp1118782) | INSPECTION OF SERVICES—COST REIMBURSEMENT | MAY 2001 | Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).) |
| [52.246-6](https://acquisition.gov/far/current/html/52_246.html#wp1118795) | INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR | MAY 2001 | Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.) |
| [52.246-25](https://acquisition.gov/far/current/html/52_246.html) | LIMITATION OF LIABILITY - SERVICES | FEB 1997 | Applies to Subcontracts at or below the simplified acquisition threshold or more. |
| [52.247-63](https://acquisition.gov/far/current/html/52_247.html#wp1156201) | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN 2003 | Applies to all Subcontracts that include international air travel. |
| [52.247-64](https://acquisition.gov/far/current/html/52_247.html#wp1156217) | PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS | FEB 2006 | Applies for Subcontracts that include provision of freight services. |
| [52.247-67](https://acquisition.gov/far/current/html/52_247.html#wp1156291) | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT | FEB 2006 | Applies to Subcontracts that include provision of freight services. |
| [52.249-1](https://acquisition.gov/far/current/html/52_248_253.html) | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-6](https://acquisition.gov/far/current/html/52_248_253.html#wp1119746) | TERMINATION (COST-REIMBURSEMENT)Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.) | MAY 2004 | Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. |
| [52.249-8](https://acquisition.gov/far/current/html/52_248_253.html) | DEFAULT FIXED PRICE SUPPLY & SERVICE | APR 1984 | Applies to all Fixed Price Subcontracts. |
| [52.249-14](https://acquisition.gov/far/current/html/52_248_253.html#wp1123739) | EXCUSABLE DELAYS | APR 1984 | (Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".) |

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

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

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

1. **Subcontractor Name:**

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

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

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

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

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

 \_\_\_Yes  \_\_\_No

1. If **“No”,** please provide the below information and answer the remaining questions.
2. **Subcontractor DUNS Number:**
3. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

\_\_\_Yes  \_\_\_No

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

 \_\_\_Yes  \_\_\_No

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

\_\_\_Yes  \_\_\_No

1. 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

**Z.7. REPRESENTATIONS AND CERTIFICATIONS**

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

**Annex 1 Cover Letter**

[Offeror: Insert date]

[Insert name of point of contact for RFP]

[Insert designation of point of contact for RFP]

[Insert "SHN"

[Insert 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 [insert number of days, usually 60 or 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**

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

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

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

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

1. Salaries

2. Indirect costs

3. Any other costs applicable to the work

All cost information must be expressed in [insert name of local currency. If the RFP is released only to local firms, the price must be expressed in local currency].

Step 4: Write Budget Narrative. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. SHN 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. SHN reserves the right to request additional information to substantiate an Offeror’s indirect rates.



**Annex 3 Required Certifications**

*Offerors must complete the form below and submit with their cost proposal. Please note, sections in red below are instructions for offerors and should be deleted prior to printing and signing*.

**Evidence of Responsibility**

**1. Offeror Business Information**

**Company Name**: Full Legal Name

**Address**: Address

**DUNS Number:** Enter the Data Universal Numbering System reference (DUNS) assigned to the company(Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at http://fedgov.dnb.com/webform. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

**2. Authorized Negotiators**

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

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

**3. Adequate Financial Resources**

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

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

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

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

[ ]  Yes [ ]  No

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

[ ]  Yes [ ]  No

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

[ ]  Yes [ ]  No

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

[ ]  Yes [ ]  No

**4. Ability to Comply**

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

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

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

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

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

**7. Equipment and Facilities**

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

**8. Eligibility to Receive Award**

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

**9. Commodity Procurement**

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

**10. Cognizant Auditor**

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

**11. Acceptability of Contract Terms**

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

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

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

**13. Organization of Firm**

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

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

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

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

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

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