

March 6, 2018

Request for Proposals # SMEA-RFP-2018-003
Development of SME Policy for Pakistan

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Small and Medium Enterprise Activity (SMEA), USAID Contract No. AID-391-C-17-00003, is issuing a Request for Proposals (RFP) for developing a revised SME Policy for Pakistan. The attached RFP contains all the necessary information for interested Offerors.

With the renewed commitment of the Government of Pakistan to develop SME sector, it has become imperative to initiate new efforts with a right policy and institutional focus that will make Pakistani SMEs competitive in international markets and fulfill the multiple agenda of employment creation, new enterprise development, increased exports and enhanced contribution to value addition. Chemonics working in close collaboration with Small and Medium Enterprise Development Authority (SMEDA), are procuring services to revise or develop a new SME Policy framework, which shall serve as the Government of Pakistan's Master Plan for providing support to catalyze growth of the sector. The recommendations for SME Policy reform shall be based upon a participatory approach with inputs from all stakeholders (relevant policy making institutions of the government, business promotion organizations, private sector representative bodies, not-for-profit sector and international development partners) and serve as a coherent strategy to approach the daunting challenge of SME development in Pakistan, in a structured manner. The proposed Policy framework will set out key priorities for reforms in legal and regulatory environment conducive for the growth of SME's as well as sectoral and cross cutting policy interventions.

Consultants, companies or organizations should indicate their interest in the assignment by submitting a proposal for the anticipated subcontract to the Business Enabling Environment (BEE) Team at smeaprourement@pakistansmea.com by **5:00pm** Islamabad time on **March 28, 2018**.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to BEE Team according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be circulated to all interested Offerors.

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

Sincerely,

Farrukh Mehboob Khan
SMEA Chief of Party



Request for Proposals (RFP)

RFP # SMEA-RFP-2018-003

For the
Development of Revised SME Policy for Pakistan

Contracting Entity:
Chemonics International Inc.

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

Funded under:
Small Medium Enterprise Activity (SMEA)

Prime Contract Number: AID-391-C-17-00003

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

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

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

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

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

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

Please contact (Fkhan@pakistansmea.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office through the contact information listed on the website found at the hyperlink above.

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List of Acronyms and Definitions

ADS	USAID Automated Directives System
BDS	Business Development Services
BDSP	Business Development Service Providers
BEE	Business Enabling Environment
CE	Competitiveness Enhancement
CFR	United States Code of Federal Regulations
Cooperating Country	Pakistan
CV	Curriculum Vitae
FAR	United States Federal Acquisition Regulation
GOP	Government of Pakistan
GST	General Sales Tax
ICT	Information, Communication Technology
IT	Information Technology
M&E	Monitoring and Evaluation
MSME	Micro, Small and Medium-sized Enterprises
MoIP	Ministry of Industries & Production
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
NOC	No Objection Certificate
RFP	Request for Proposals
SME	Small Medium Enterprise
SMEA	Small Medium Enterprise Activity
SMEDA	Small & Medium Enterprise Development Authority
US	United States
USAID	United States Agency for International Development
USG	United States Government

SECTION 1: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

1.1 Introduction

Chemonics, acting on behalf of the U.S. Agency for International Development (USAID) and the Small Medium Enterprise Activity (SMEA), under contract number AID-391-C-17-00003 is soliciting proposals from eligible companies and organizations to revise or develop a new SME Policy for Pakistan.

USAID Small and Medium Enterprise Activity (SMEA)'s development hypothesis is that SME-led economic growth will result in poverty reduction, job creation, and entrepreneurship development contributing to increased GDP. SMEA will increase incomes and employment in project-assisted economic sectors and improve the enabling environment for private sector led growth in Pakistan. This activity will contribute to achieving USAID/Pakistan's "Development Objective: "Improving economic status of focus populations" through improved business enabling environment (BEE), improved economic performance of focus enterprises, and improved technological readiness and innovations.

Earlier initiatives for SME development in Pakistan have not met with much success. However, with the renewed commitment of the Government of Pakistan to develop SME sector, comes a new window of opportunity to initiate efforts with a focus on policy and institutional reforms that will make Pakistani SME's more competitive in international markets and fulfill the multiple agenda of employment creation, new enterprise development, increased exports and enhanced contribution to value addition. The SME Policy 2007 has not provided the expected results: design flaws, unclear roles and responsibilities, limited institutional capacity, lack of coordination among different stakeholders and insufficient voice of SMEs in major policy making and institutional forums are the major factors that led to implementation deficiencies. There has now been a renewed interest of the Federal Government in revising the policy to address these issues and to identify and recommend key areas for legal and regulatory reform. Thus, on the request of the Federal Ministry for Industries & Production, SMEA will be assisting the Small & Medium Enterprise Development Authority (SMEDA) in revising the SME Policy for Pakistan.

Through this request for proposals (RFP), SMEA is soliciting proposals from organizations to provide recommendations for reforming the SME policy. Inter alia, the selected Offerors will study the existing socio-economic dynamics of SME sector, prior initiatives of the Government in developing SME-centric policies and plans, the mandate and effectiveness of various SME-support institutions, the regulatory and institutional arrangements governing SMEs. Based on this data, the Offerors will provide recommendations to address necessary revisions to help update the existing SME Policy, identify areas for necessary legislative reform to create more enabling laws and suggest improvement towards a more efficient implementation mechanism through necessary institutional reforms.

SMEA project, by virtue of its design and mandate, is focused towards facilitating and creating an enabling environment for SMEs and supporting them in competitiveness enhancement. This activity will specifically contribute to achieving USAID/Pakistan's "Development Objective: "Improving economic status of focus populations" by;

- Improving GOP ability to develop and implement reforms of policies, laws and regulations, and
- Strengthening private sector and civil society engagement in policy-making.

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

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

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

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

1.2 Offer Deadline

Offerors may submit their offers in **hard-copy or electronically**.

Hard-copy offers must be received by no later than 5:00 pm on **March 28, 2018**, at one of the following addresses:

Chemonics International (SMEA)
PO Box 575
Islamabad

Electronic offers must be received no later than **5:00pm** Islamabad time on **March 28, 2018**, at the following address:

SMEA Operations and Procurement Manager: SMEAprocurement@pakistansmea.com

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

1.3 Submission of Offers

Proposals may be submitted in **hard-copy or electronically**.

A. Instructions for the submission of Hard-Copies:

Offerors wishing to respond to this RFP must submit proposals, in English, on A4, 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

Offerors must submit three (3) copies of the technical proposal and three (3) copies of the cost proposal.

Proposal hard-copies must be submitted in sealed envelopes with one envelope containing the technical proposals and one envelope containing the cost proposals. Envelopes must be properly marked with the name of the Offeror's company or organization. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity leading the partnership must be used. Names should be clearly printed on the envelope and addressed to the person designated in 1.2. Envelopes must be

properly marked with the RFP number and title and state either “Technical Proposal” or “Cost Proposal”, as applicable.

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

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

The envelopes containing the technical and cost proposals must be submitted in person or may be sent by postal mail to the address specified in I.2.

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

B. Instructions for the Submission of Electronic Copies

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

The Offeror must submit the proposal electronically with up to 3 attachments (10 MB limit) per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

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

1.4 Requirements

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

A. General Requirements

Chemonics anticipates issuing a subcontract to a company or organization, provided they are legally registered and recognized under the laws of Pakistan and are in compliance with all applicable civil, fiscal, and other applicable regulations. Eligible companies or organizations could include private firms, non-profits, associations, civil society organizations, policy thinktanks, development policy and research practitioners/partners/organizations, which strong background, proven expertise in policy-making at the highest level, research output published in leading research journals, and working experience with small and medium enterprises in some of the key sectors of the economy.

The Offerors must have prior experience and critical role in advocacy and information dissemination via engagement with policymakers, media and other stakeholders using multiple avenues such as workshops, policy talks, seminars, newsletter, and regular publications. The company/organization should have at least 3-5 years of demonstrable experience in public sector consulting, with the ability to provide experts with a) proven experience of work on improving business environment and designing policy and facilitation

instruments to achieve this. b) proven expertise on restructuring organizations, designing and/or recommending institutional capacity enhancement programs, and re-engineering of business processes and management systems.

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Pakistan upon award of the subcontract.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in Pakistan at the time the subcontract is signed.
- (iv) 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 3.¹
- (v) In accordance with USAID Mission Order 300.6 and AIDAR 752.204-71; companies or organizations selected to receive a subaward valued at USD \$25,000 or more, shall be required to comply with Mission vetting requirements. The selected organization will be requested to submit partner a list and partner information data for key individuals—including principal and deputy principal officers of the organization and the organizations governing body, program manager of the proposed USG funded award, and any person with significant responsibilities for administering the use of USG funds for this activity. Award of the subcontract is contingent upon vetting approval being received from the USAID Pakistan Vetting Support Unit.

B. Required Proposal Documents

1. Cover Letter

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. E-mail
- vi. Full names of members of the Board of Directors and Legal Representative
- vii. Taxpayer (NTN) Identification Number
- viii. DUNS Number (if available)
- ix. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.

¹ 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 possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform> Further guidance on obtaining a DUNS number is available from Chemonics upon request.

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

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

2. Technical Proposal

The technical proposal shall comprise the following parts:

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

Offerors shall provide a detailed methodology highlighting the key elements (such as primary, secondary data analysis, the techniques involved etc.) and specific steps proposed to arrive at the key deliverables under this subcontract. Activities must be broken down into tasks and sub-tasks, also clearly earmarking the time and resources for completion.

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

This subcontract requires services of experts from private sector, public sector, and academia, who not only have the required years of experience in their respective fields but who also have done substantive work in development sector and public policy making. The unique requirements of this subcontract and the national level significance tied to this work calls for inputs from academia, economists, development practitioners, sector experts, legal and institutional experts, and industry professionals. Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work

1. Team Lead: requires a PhD or Master's Degree in Economics, Development Economics, Public Policy, or other relevant field from a reputed international university, with a minimum of 10 years of expertise and experience of working on similar assignments in the private and public sector. The incumbent must have good understanding of the investment climate of Pakistan, extensive knowledge and prior experience (national & international) related to SMEs, development and policy research, policy planning and advocacy of reforms, strong understanding of the local business environment, macro-economic framework and the corresponding institutional arrangements at the Federal and Provincial levels. He/she must have extensive knowledge on and preferably contributed in research on issues related to business competitiveness, effectiveness of State Institutions, policy and institutional landscape of Pakistan, SME financing, boosting investments and industry readiness etc. Good command over English and excellent report writing and presentation skills is a must.

2. Economist: requires a Master's degree in Business, Economics, Management, or Public Policy from a reputed international university with a minimum of 10 years of experience, undertaking research and proposing policy prescriptions based on analysis of business environment in Pakistan and other developing countries. He/she must have a deep understanding of macro-economic frameworks, exposure of conducting research on subjects such as growth strategies, private sector development plans, authored or co-authored sector

strategies and previous experience of engaging with the private and public sectors for a robust assessment of the constraints underlying SME growth.

3. Institutional Expert: requires a Master's degree in Business, Economics, Management, or Public Policy from a reputed international university, with a minimum of 10 years of diverse professional experience in a mix of public and private sectors including business to business (B2B), business to government (B2G) and government to government (G2G) settings. He/she must have local and international work experience in the area of policy formulation including private sector development, economic growth, public sector enterprise reforms and public-private partnerships. Preferably, the candidate should have led an advisory role or provided thought leadership to the public sector on a range of policy issues and emerging challenges in Pakistan. Prior experience of working with SMEs will be useful.

4. Legal Expert: requires a legal degree, with a minimum of 10 years experience pertaining to analysis and drafting of legislation, regulations, rules, by-laws etc. The candidate must have vast experience in legal practice and legal research, solid understanding of laws relating to business (general and specific), competition, employment, land laws, dispute settlement etc. He/she must have a good understanding of the current business environment, macro-economic frameworks and the corresponding regulatory and legal arrangements at the Federal and Provincial levels. Prior experience of working for the Government in drafting and/or review of key legislations will be useful and preferred.

5. Quality Assurance Supervisor: requires a PhD degree in Economics or Public Policy from a reputed International University, with a minimum of 15 years of experience in the field of economics. The candidate must also have some manner of experience of working with International Agencies such as the World Bank, World Trade Organization, IMF, as well as with international development organizations/associations. He/she must have worked on a number of Economic Growth and Development Projects for Donor Agencies. He/she must have worked or currently working in a supervisory/leadership role and should be part of national or international policy think tanks and/or research institutes. He/she must be a known figure in providing economic policy advisory to the Government on various issues of economic significance and should have experience of representing Pakistan on various international forums. He/she must have extensive publications to his/her credit on subjects such as economic growth, investment, finance, industrialization, international trade, labor markets etc.

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

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

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

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

3. Cost Proposal

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

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

As USAID projects are implemented under the bilateral agreement between United States and Islamic Republic of Pakistan, SMEA Project will be seeking exemption from cooperating country general sales tax (GST) and duties. If selected for award, the selected supplier will cooperate in providing Chemonics with the documentation necessary to obtain tax exemption.

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

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

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

1.5 Source of Funding, Authorized Geographic Code, and Source and Origin

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

All goods and services offered in response to this RFP or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2017-title22-vol1/pdf/CFR-2017-title22-vol1-part228.pdf>

The cooperating country for this RFP is Pakistan.

Offerors may not offer or supply any 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 subcontract (including transportation, fuel, lodging, meals, and communications expenses).

1.6 Chronological List of Proposal Events

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

RFP announcement	March 6, 2018
RFP published	March 6, 2018
Deadline for written questions	March 13, 2018
Answers provided to questions/clarifications	March 16, 2018
Proposal due date	March 28, 2018
Subcontract award (estimated)	April 15, 2018

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to SMEAprocurement@pakistansmea.com no later than **March 13, 2018** by 5:00pm Islamabad time. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

Proposal Submission Date. All proposals must be received by 5:00pm Islamabad time on **March 28, 2018**. Late offers will be considered at the discretion of Chemonics.

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

1.7 Validity Period

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

1.8 Evaluation and Basis for Award

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

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?		10 points
Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?		10 points
Sector Knowledge – Does the proposal demonstrate the offerors knowledge about various sectoral policies and their usefulness for SMEs.		5 points
Does the detailed proposal realistically addresses all elements of the Scope of Work and provide adequate coverage in terms of stakeholders consultations?		5 points
Total Points – Technical Approach		30 points
Management, Key Personnel, and Staffing Plan		
Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?		10 points
Do the proposed team members meet the profile, credentials, experience and language proficiency requirements as stated?		20 points
Does the staffing plan provide an adequate number of resources and an appropriate mix of experts (industry who's who, renowned economists etc.) to carry out the Scope of Work?		10 points
Total Points – Management		40 points
Corporate Capabilities, Experience, and Past Performance		
Company Background and Experience – Does the company have experience relevant to the project Scope of Work? Has the company provided references for at least 3 similar assignments/relevant to the project scope of work?		7 points
Does the Company have requisite institutional capacity to deliver the work?		7 points
Does the Company have national or international exposure to policy making?		4 points
Does the Company undertake primary or secondary research that is also publishable ?		5 points
Does the Company have experience in advocacy and information dissemination?		7 points
Total Points – Corporate Capabilities		30 points
Total Points		100 points

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

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

1.9 Negotiations

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

1.10 Terms of Subcontract

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

1.11 Privity

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

Section 2 Background, Scope of Work, Deliverables, and Deliverables Schedule

2.1 Background

USAID Small and Medium Enterprise Activity (SMEA)'s development hypothesis is that SME-led economic growth will result in poverty reduction, job creation, and entrepreneurship development contributing to increased GDP. SMEA will increase incomes and employment in project-assisted economic sectors and improve the enabling environment for private sector led growth in Pakistan. This activity will contribute to achieving USAID/Pakistan's "Development Objective: "Improving economic status of focus populations." SMEA will achieve the following objectives and sub-objectives:

Objective 1: Improved Business Enabling Environment (BEE)

- Improved Government of Pakistan (GOP) ability to develop and implement reforms of policies, laws and regulations
- Strengthened private sector and civil society engagement in policy-making

Objective 2: Improved economic performance of focus enterprises

- Improved economic performance in select sectors
- Improved technological readiness and innovation
- Increased access to markets
- Increased access to finance
- Enabled women SMEs run profitable business

SMEA will focus on the following manufacturing, industrial and service sectors:

- i) Information, communication and technology (ICT)
- ii) Light engineering
- iii) Textile (minus spinning)
- iv) Minerals (marble, granite and gems)
- v) Logistics and packaging
- vi) Hospitality

BUSINESS ENABLING ENVIRONMENT APPROACH

Creating an Enabling Business Environment (BEE) for SMEs is one of the core work streams for SMEA. The principles underpinning our BEE work stream include – (i) adopting a systemic approach for a whole of system perspective, (ii) understanding the political economy context in each location, (iii) understanding and removing the binding constraints to business growth, (iv) creating demand for reform through public private dialogue, demonstrating reform benefits and enhanced communication; (v) adopting private sector-led approaches for solution design, and (vi) Improving the policy, regulatory and institutional regimes and building capacity of the government counterparts to promote sustainable change.

The BEE work stream adopts a systematic approach to:

- Understanding the overall SME environment.
- Recognizing the key stakeholders and their interests and engaging with them.
- Understanding and removing the binding constraints to business growth,
- Creating demand for reform through public private dialogue and enhanced communications;
- Adopting private sector-led approaches for solution design, and
- Working with the Governments and public entities to create the right policy, regulatory and institutional environment that promotes growth, removes market distortions and reduces the cost of doing business.

SMEA aims to build on and leverage the work conducted under current and past development projects as well as align activities with the current economic development activities of the Government (e.g. in the case of China Pakistan Economic Corridor and the FATA Integration). In this way, SMEA can take advantage of the groundwork already laid and the favorable policy environment to achieve early results for the Project.

The renewed commitment of the Government of Pakistan to develop SME sector, comes a new window of opportunity to initiate efforts with a focus on policy and institutional reforms that will make Pakistani SME's more competitive in international markets and fulfill the multiple agenda of employment creation, new enterprise development, increased exports and enhanced contribution to value addition. The SME Policy 2007 has not provided the expected results: design flaws, unclear roles and responsibilities, limited institutional capacity, lack of coordination among different stakeholders and insufficient voice of SMEs in major policy making and institutional forums are the major factors that led to implementation deficiencies. There has now been a renewed interest of the Federal Government in revising the policy to address these flaws and to identify and recommend key areas for legal & regulatory reform. Thus, on the request of the Federal Ministry for Industries & Production, SMEA will be assisting SMEDA in revising the SME Policy for the Country.

The work under this sub-contract will build on the findings of the detailed in earlier reviews of SME Policy, study the existing socio-economic dynamics relevant to SME development, provide recommendations to address necessary revisions to help update the existing SME Policy, identify areas for necessary legislative reform to create more enabling laws and suggest improvement towards a more efficient implementation mechanism through necessary institutional reforms. In addition the review will assist SMEDA by reviewing the existing policy, difficulties/success in implementation of the 2007 policy, the institutional arrangements currently in place and provide recommendations for defining key performance indicators, improving/strengthening the institutional and regulatory frameworks to implement it.

SMEA seeks to develop a new/revised policy framework, wherein, SME sector development will be undertaken in a coherent manner, with key reform actions, clearly stipulated for ensuring ease of doing business and access to finance, infrastructure development as well as provision of demand driven business development services for SME's across Pakistan.

2.2 Scope of Work

The overall objective of the subcontract will be to draft a revised SME Policy, based on international best practices and through a consultative process including nation-wide public and private sector stakeholders. The revised policy shall include a new definition of SMEs, better serve the needs of SMEs and service delivery from government, provide a clear mandate and goals of the policy and provide recommendations for necessary institutional & regulatory systems and policy implementation mechanisms through which to implement the policy.

The key objectives for the revision of SME policy, include the following:

1. Develop a national SME definition.
2. Identify and recommend key areas for facilitative support such as, business environment, legal and regulatory reform (regulations, inspection, fiscal, monetary and trade policies, addressing regional specific concerns, etc.) including scope for exemptions for small firms to reduce regulatory burden.
3. Develop recommendations for provision and facilitation of business development services (HRD, technology, marketing, market access, etc.).

4. Recommend initiatives for developing an entrepreneurial ecosystem in Pakistan.
5. Identify and recommend infrastructure requirement.
6. Address SME issues including access to finance.
7. Identify opportunities for gender mainstreaming.
8. Assess the current institutional structure for SME's development including public, private and academia. Identify coordination and capacity gaps and support strengthening.
9. Institutionalize SME support system to ensure regular communication between the national, provincial and local governments and target stakeholders through (i) permanent national policy committee, (ii) regular coordination among different levels of government and different ministries/ departments, (iii) regular monitoring and independent evaluation and (iv) continuous absorption and integration of international experience to refine the support system.
10. Identify and propose role of SMEDA vis-à-vis other agencies working in the SME space.

The new draft SME Policy formulation process shall be based upon a participatory approach with inputs from all stakeholders (relevant policy-making institutions of the government, business promotion organizations, private sector representative bodies, not-for-profit sector and international development partners) and serve as a coherent strategy to approach the daunting challenge of SME development in Pakistan, in a structured manner. The proposed Policy will set out key priorities for reforms in legal and regulatory environment conducive for the growth of SME's as well as sectoral and cross cutting policy interventions.

It must be noted that the selected Offeror, upon award on this subcontract, will be required to work closely with the Small & Medium Enterprise Development Authority(SMEDA) and SMEA Project team for the successful completion of the deliverables stated in section 2.3. The output/deliverables under this subcontract will be supervised by SMEA Project while continuous feedback will also be solicited from SMEDA

TECHNICAL APPROACH: As part of the technical approach proposed by the offerors, the following steps and key aspects must be taken into account;

- 1) Policy Interventions: Based on a literature review and secondary research of existing work on SME's in Pakistan to propose interventions in the following main areas:
 - a) Regulatory and legislative frameworks – Some of the key regulatory and legislative issues faced by SME's range from issues of coverage and adequacy of regulations to uneven administration of laws and regulations, absence of a state guaranteed title of land, multiplicity of institutions and poor institutional coordination – more specifically, reporting requirements regarding firms are insufficient, provisions related to creditor and debtor rights are imbalanced and not comprehensive, case management in courts is weak and title insufficiently protected. Interventions proposed in this area must speak to such issues.
 - b) Institutional framework – The SME sector has also been adversely affected by the absence of a clear institutional leader, which can coordinate policies, encourage corporatization/ record keeping, and otherwise bring clarity in the regulatory and legislative regime. Recommendations in this area must be aimed towards enabling SMEDA to take up this role.
 - c) Sectoral – SMEDA already interacts with SME's working in industrial sectors such as Agriculture, Fisheries, Textiles, Handloom Weaving, Transport, Leather, Marble and Granite, Carpets and Light Engineering. These interactions are aimed at providing proactive and responsive financial,

technical, management and marketing services to SME's. Interventions must be proposed to inform such interactions for select sectors and key emerging/growing sectors such as ICT, hospitality etc.

- d) Cross cutting – Similarly, interventions proposed here must be cross-sectoral.
- 2) Stakeholders Consultations and Focus Group Discussions: Validate and fine tune proposed interventions identified under Activity 1 with the main stakeholders (regulatory, institutional, sectoral and cross cutting) via stakeholder consultations and focus group discussions. These consultations and discussions will be done with relevant players from the government, private sector and associations/chambers. The offeror will also support SMEDA in conducting a wider consultative exercise, through workshops / seminars conducted by SMEDA across various cities of Pakistan, as well as support SMEDA team in creating public buy-in at a Steering Committee level, constituted by the Ministry of Industries & Production, Government of Pakistan
- 3) Reforms Implementation Plan: Following the devolution of powers under the 18th Amendment to the Constitution of Pakistan, there is a need for SMEDA to better understand its role in a changed scenario. The approach taken for this must be twofold: 1) recommendations for restructuring of SMEDA and 2) positioning of SMEDA. The former will look at how SMEDA should restructure itself internally as an institution, while the latter will focus on how SMEDA should position itself externally in terms of coordinating with the federal and provincial governments. Thus, a reform program should be drawn out that allows the federal government and federally mandated institutions (such as fiscal and monetary authorities, quality assurance institutions, etc.) to play an effective role in light of the amendment and the larger role envisaged for the provinces.

2.3 Deliverables

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

Deliverable No. 1: Work Plan Submission: The selected offeror will have to submit a Work Plan detailing major activities, tasks/sub-tasks, methodology, schedule of meetings with key stakeholders etc.

Deliverable No. 2: Inception Report

The inception report should provide a holistic review SME and present a strong synthesis of existing literature to identify the main gap areas under business environment, regulation, legal, hard and soft infrastructure and coordination headings. It should also provide the current structure of SME's and a mapping with some density and diversity analysis. The inception report shall include a program for conducting FGDs in order to get first hand information from SMEs. The program will outline the format of the FGDs, as well as the schedule and locations proposed for the meetings. A minimum of 8-10 FGDs must be conducted; 4 in provincial capitals and 4-6 in regional centers. The final locations of these focus group discussions must be strategically decided in light of the demographic significance and concentration of SMEs in these areas.

Deliverable No. 3: Report on Field Work

The second deliverable will be a report of the field work analysis. This should include the survey tools (set of questions) used for focus groups and questions for key informant interviews and the results based on these surveys. The report must also provide a narrative or qualitative analysis of facts/ impressions and perceptions captured from the field.

Deliverable No. 4: Interim Progress Report. This report should highlight the flow of work; each task/sub-task and its corresponding outcome and provide an update against the tasks at hand.

Deliverable No. 5: Draft Policy Report

Using the field data, results of the literature review and analysis of key policy gap, the selected Offeror will develop a draft review of policy reforms policy options needed in the new SME Policy. The Draft Policy Report should inter alia, address the following;

1. Analysis of the Existing SME Policy:

- Long Term: Evaluate the extent to which the existing SME Policy contributed to the broad objectives of;
 - Job creation
 - Poverty Alleviation
 - Rural Development
 - Export
 - GDP
- Medium Term: Evaluate the extent to which the existing SME Policy contributed to the broad objectives of;
 - Skill Development
 - Growth of service sector in proportion of manufacturing
 - Rural entrepreneurship
- Short Term: Evaluate success in removal of constraints faced by the small & medium enterprises
 - Access to finance
 - Technology up-grade

2. Business Environment improvement

- Existing Policy: success & impediments
 - Identification of key gaps
 - International benchmarks and comparative analysis against a similar economy which has reformed and developed through policy development initiatives.

3. SME Growth Potential

- Sector and Provincial level analysis of SME related growth potential and requisite support to be provided by the Government.

4. Contours of a Revised Policy

- Issues (Horizontal & Vertical Issues, Legal, Regulatory, Institutional) that need focus in future policy
 - Homogenized definition of cottage, small and medium enterprises
 - Business environment- rules, regulations, procedures for doing business
 - International best practices/ comparative analysis
 - Focus on internal and external factors for productivity enhancement
 - Provisions for promoting an entrepreneurship culture
 - Support for women entrepreneurship
 - Use of technology for simplification of procedure
 - Capacity building limitations
 - Workers environment, compensations and labor compliances
 - Access to finance
 - Access to markets (both domestic and international)
 - Access to Information and support networks

- Business development service providers
- Provisions to address other barriers
- Gender mainstreaming
- Distribution of regulatory burden (by creating exemptions from certain rules or increasing time for compliance etc.)
- Role of private sector
- Role of SME support institutions
 - Role of Federal and Provincial Governments (Inter-Provincial Coordination)
 - Role of Regulatory Authorities
 - SME support outfits; SMEDA, Punjab Small Industries Corporation, Sindh Small Industries Corporation, Small Industries Development Board for KP, Small Industries Directorate for Balochistan, etc.
 - Financial outfits: SME Bank, First Women Bank, First Micro Finance Bank, Khushali Bank, Tameer Micro Finance Bank, Commercial Banks, etc.
- SME Policy Reform Framework
 - Translating the SME policy prescriptions (policy, legal, regulatory, institutional) into a reform framework outlining an action plan- road map of reform process: subject, reform objective, proposed action, process (public vs private sector support/facilitation) and expected impact.
- Implementation Plan
 - Removing barriers to implementation
 - Outlining/demarking key responsibilities between Federation & Provinces, post 18th amendment
- Mechanisms for monitoring and evaluation
 - Proposing a monitoring mechanism
 - Developing key performance indicators (KPIs)

Deliverable No. 6: Presentation on Draft Policy Report: Based on deliverables 3-5 above, the Offerors will deliver a presentation to representatives from SMEA, USAID and SMEDA to gather feedback and further refine the policy report.

Deliverable No. 7: Final Policy Report

Based on recommendations on the Draft Policy report, the selected Offeror will finalize the I policy options paper for project approval.

3 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	Work Plan	2 weeks after subcontract signing
2	Inception Report	6 weeks after subcontract signing
3	Report on Field Work	14 weeks after subcontract signing
4	Interim Progress Report	18 weeks after subcontract signing
5	Draft Policy Report	20 weeks after subcontract signing
6	Presentation on Draft Policy Report	22 weeks after subcontract signing
7	Final Policy Report	24 weeks after subcontract signing

*Deliverable numbers and names refer to those fully described in 2.3 above.

Annex 1 Cover Letter

[Offeror: Insert date]

POC: SMEA BEE Team
Pakistan / Small and Medium Enterprise Activity (SMEA)
Chemonics International Inc.
PO _____ Box _____
Islamabad, Pakistan

575

Reference: Request for Proposals SMEA-RFP-2018-003

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

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

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

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

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

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

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

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

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

•

Sample Budget

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

Draft SME Policy Reform Activity

No.	Item	Unit	#	Days	Unit Rate (PKR)	Cost (PKR)
A: Labor Costs						
	Team Lead	Persons	1			
	Economist	Persons	1			
	Institutional Expert	Persons	1			
1	Legal Expert	Persons	1			
1	Quality Assurance Supervisor	Persons	1			
Total Labor Cost (A)						
B: Activity Costs						
1	FGDs					
2		Hall Rental				
3		Refreshments				
4		Questionnaire Reproduction				
5	Etc.					
6						
Total Activity Costs (B)						
C: Administration and Support Cost						
1	Local Transportation	Vehicles				
2	Air Fare	Return Ticket				
3	Lodging	Nights				
4	M&IE	Nights				
5	Other					
Total Administration and Other Supportive Program Costs (C)						
Grand Total for Entire Assignment (A+B+C)						

Annex 3 Required Certifications

3.1 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 Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes No

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

Yes No

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

Yes No

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

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: _____

3.2 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any U.S. Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLEASE SIGN AND RETURN

Company Name _____

Signature _____ Printed Name

Title _____ Date

3.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(Applicant)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

3.4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately. _____

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

3.5 KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

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

Signature: _____ Date: _____

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

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

Annex 4

DUNS and SAM Registration Guidance

What is DUNS?

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

Why am I being requested to obtain a DUNS number?

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

Is there a charge for obtaining a DUNS number?

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

How do I obtain a DUNS number?

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

What information will I need to obtain a DUNS number?

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

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number

- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a DUNS number?

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

Are there exemptions to the DUNS number requirement?

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

What is CCR/SAM?

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

When should I register in SAM?

While registration in SAM is not required for organizations receiving a grant under contract, subcontract or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the organization meets the following criteria requiring executive compensation reporting in accordance with the FFATA regulations referenced above.

SAM.gov registration allows an organization to directly report information and manage their organizational data instead of providing it to Chemonics. Reporting on executive compensation for the five highest paid executives is required for a qualifying subaward if in your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs):

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

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

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

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

Why should I register in SAM?

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

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

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at:

[https://www.sam.gov/sam/transcript/Quick Guide for Grants Registrations.pdf](https://www.sam.gov/sam/transcript/Quick%20Guide%20for%20Grants%20Registrations.pdf)

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

[https://www.sam.gov/sam/transcript/Quick Guide for Contract Registrations.pdf](https://www.sam.gov/sam/transcript/Quick%20Guide%20for%20Contract%20Registrations.pdf)

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

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

What data is needed to register in SAM?

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

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

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

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

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

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

Annex 5: Example Fixed Price Subcontract

FIXED PRICE SUBCONTRACT

Between

CHEMONICS INTERNATIONAL INC.

And

(INSERT SUBCONTRACTOR NAME here)

Hereinafter referred to as the Subcontractor

For

USAID/Small and Medium Enterprise Activity (SMEA)

USAID PRIME CONTRACT NO. AID-391-C-17-00003

Subcontract number: *(insert Subcontract Number here)*

Start Date: *(insert date here)*

End Date: *(insert date here)*

Total Fixed price:

ISSUED BY:

Chemonics International Inc. (SMEA)

PO Box 575

Islamabad, Pakistan

ISSUED TO:

(INSERT SUBCONTRACTOR NAME AND ADDRESS)

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

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

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

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

For
Chemonics International Inc.

For
{ Subcontractor's name }

By:

By:

{ name }
{ title of officer }
Date Signed: {insert date }
Place Signed: {insert place }

{ name }
{ title of officer }
Date Signed: {insert date }
Place Signed: {insert place }

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

Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

USAID Small and Medium Enterprise Activity (SMEA)'s development hypothesis is that SME-led economic growth will result in poverty reduction, job creation, and entrepreneurship development contributing to increased GDP. SMEA will increase incomes and employment in project-assisted economic sectors and improve the enabling environment for private sector led growth in Pakistan. This activity will contribute to achieving USAID/Pakistan's "Development Objective: "Improving economic status of focus populations." SMEA will achieve the following objectives and sub-objectives:

Objective 1: Improved Business Enabling Environment (BEE)

- Improved Government of Pakistan (GOP) ability to develop and implement reforms of policies, laws and regulations
- Strengthened private sector and civil society engagement in policy-making

Objective 2: Improved economic performance of focus enterprises

- Improved economic performance in select sectors
- Improved technological readiness and innovation
- Increased access to markets
- Increased access to finance
- Enabled women SMEs run profitable business

SMEA will focus on the following manufacturing, industrial and service sectors:

- vii) Information, communication and technology (ICT)
- viii) Light engineering
- ix) Textile (minus spinning)
- x) Minerals (marble, granite and gems)
- xi) Logistics and packaging
- xii) Hospitality

BUSINESS ENABLING ENVIRONMENT APPROACH

Creating an Enabling Business Environment (BEE) for SMEs is one of the core work streams for SMEA. The principles underpinning our BEE work stream include – (i) adopting a systemic approach for a whole of system perspective, (ii) understanding the political economy context in each location, (iii) understanding and removing the binding constraints to business growth, (iv) creating demand for reform through public private dialogue, demonstrating reform benefits and enhanced communication; (v) adopting private sector-led approaches for solution design, and (vi) Improving the policy, regulatory and institutional regimes and building capacity of the government counterparts to promote sustainable change.

The renewed commitment of the Government of Pakistan to develop SME sector, comes a new window of opportunity to initiate efforts with a focus on policy and institutional reforms that will make Pakistani SME's more competitive in international markets and fulfill the multiple agenda of employment creation, new enterprise development, increased exports and enhanced contribution to value addition. The SME Policy 2007 has not provided the expected results: design flaws, unclear roles and responsibilities, limited institutional capacity, lack of coordination among different stakeholders and insufficient voice of SMEs in major policy making and institutional forums are the major factors that led to implementation deficiencies. There has now been a renewed interest of the Federal Government in revising the policy to address these flaws and to identify and recommend key areas for legal & regulatory reform. Thus, on the request of the Federal Ministry for Industries & Production, SMEA will be assisting SMEDA in revising the SME Policy for the Country.

SMEA seeks to develop a new/revised policy framework, wherein, SME sector development will be undertaken in a coherent manner, with key reform actions, clearly stipulated for ensuring ease of doing business and access to finance, infrastructure development as well as provision of demand driven business development services for SME's across Pakistan.

The work under this sub-contract will build on the findings of the detailed in earlier reviews of SME Policy, study the existing socio-economic dynamics relevant to SME development, provide recommendations to address necessary revisions to help update the existing SME Policy, identify areas for necessary legislative reform to create more enabling laws and suggest improvement towards a more efficient implementation mechanism through necessary institutional reforms. In addition the review will assist SMEDA by reviewing the existing policy, difficulties/success in implementation of the 2007 policy, the institutional arrangements currently in place and provide recommendations for defining key performance indicators, improving/strengthening the institutional and regulatory frameworks to implement it.

A.2. Scope of Work

The overall objective of the subcontract will be to draft a revised SME Policy, based on international best practices and through a consultative process including nation-wide public and private sector stakeholders. The revised policy shall include a new definition of SMEs, better serve the needs of SMEs and service delivery from government, provide a clear mandate and goals of the policy and provide recommendations for necessary institutional & regulatory systems and policy implementation mechanisms through which to implement the policy.

The key objectives for the revision of SME policy, include the following:

1. Develop a national SME definition.
2. Identify and recommend key areas for facilitative support such as, business environment, legal and regulatory reform (regulations, inspection, fiscal, monetary and trade policies, addressing regional specific concerns, etc.) including scope for exemptions for small firms to reduce regulatory burden.
3. Develop recommendations for provision and facilitation of business development services (HRD, technology, marketing, market access, etc.).
4. Recommend initiatives for developing an entrepreneurial ecosystem in Pakistan.
5. Identify and recommend infrastructure requirement.
6. Address SME issues including access to finance.
7. Identify opportunities for gender mainstreaming.
8. Assess the current institutional structure for SME's development including public, private and academia. Identify coordination and capacity gaps and support strengthening.
9. Institutionalize SME support system to ensure regular communication between the national, provincial and local governments and target stakeholders through (i) permanent national policy committee, (ii) regular coordination among different levels of government and different ministries/ departments, (iii) regular monitoring and independent evaluation and (iv) continuous absorption and integration of international experience to refine the support system.
10. Identify and propose role of SMEDA vis-à-vis other agencies working in the SME space.

The new draft SME Policy formulation process shall be based upon a participatory approach with inputs from all stakeholders (relevant policy-making institutions of the government, business promotion organizations, private sector representative bodies, not-for-profit sector and international development partners) and serve as a coherent strategy to approach the daunting challenge of SME development in Pakistan, in a structured manner. The proposed Policy will set out key priorities for reforms in legal and regulatory environment conducive for the growth of SME's as well as sectoral and cross cutting policy interventions.

The Subcontractor will work closely with the Small & Medium Enterprise Development Authority(SMEDA) and SMEA Project team for the successful completion of the deliverables stated below.

TECHNICAL APPROACH: As part of the technical approach proposed by the offerors, the following steps and key aspects must be taken into account;

- 1) Policy Interventions: Based on a literature review and secondary research of existing work on SME's in Pakistan to propose interventions in the following main areas:
 - a) Regulatory and legislative frameworks – Some of the key regulatory and legislative issues faced by SME's range from issues of coverage and adequacy of regulations to uneven administration of laws and regulations, absence of a state guaranteed title of land, multiplicity of institutions and poor institutional coordination – more specifically, reporting requirements regarding firms are insufficient, provisions related to creditor and debtor rights are imbalanced and not comprehensive, case management in courts is weak and title insufficiently protected. Interventions proposed in this area must speak to such issues.
 - b) Institutional framework – The SME sector has also been adversely affected by the absence of a clear institutional leader, which can coordinate policies, encourage corporatization/ record keeping, and otherwise bring clarity in the regulatory and legislative regime. Recommendations in this area must be aimed towards enabling SMEDA to take up this role.
 - c) Sectoral – SMEDA already interacts with SME's working in industrial sectors such as Agriculture, Fisheries, Textiles, Handloom Weaving, Transport, Leather, Marble and Granite, Carpets and Light Engineering. These interactions are aimed at providing proactive and responsive financial, technical, management and marketing services to SME's. Interventions must be proposed to inform such interactions for select sectors and key emerging/growing sectors such as ICT, hospitality etc.
 - d) Cross cutting – Similarly, interventions proposed here must be cross-sectoral.
- 2) Stakeholders Consultations and Focus Group Discussions: Validate and fine tune proposed interventions identified under Activity 1 with the main stakeholders (institutional, sectoral and cross cutting) via stakeholder consultations and focus group discussions. These consultations and discussions will be done with relevant players from the government, private sector and associations/ chambers. . The offerer will also support SMEDA in conducting a wider consultative exercise, through workshops / seminars conducted by SMEDA across various cities of Pakistan, as well as support SMEDA team in creating public buy-in at a Steering Committee level, constituted by the Ministry of Industries & Production, Government of Pakistan
- 3) Reforms Implementation Plan: Following the devolution of powers under the 18th Amendment to the Constitution of Pakistan, there is a need for SMEDA to better understand its role in a changed scenario. The approach taken for this must be twofold: 1) recommendations for restructuring of SMEDA and 2) positioning of SMEDA. The former will look at how SMEDA should restructure itself internally as an institution, while the latter will focus on how SMEDA should position itself externally in terms of coordinating with the federal and provincial governments. Thus, a reform program should be drawn out that allows the federal government and federally mandated institutions (such as fiscal and monetary authorities, quality assurance institutions, etc.) to play an effective role in light of the amendment and the larger role envisaged for the provinces.

A.3. Deliverables

The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the

schedule set forth in Section A.4, below.

Deliverable No. 1: Work Plan

The Subcontractor shall submit a Work Plan for the assignment, detailing major activities, tasks/sub-tasks, methodology, timeline and schedule of meetings with key stakeholders etc.

Deliverable No. 2: Inception Report

The inception report should provide a holistic review SME and present a strong synthesis of existing literature to identify the main gap areas under business environment, regulation, legal, hard and soft infrastructure and coordination headings. It should also provide the current structure of SME's and a mapping with some density and diversity analysis. The inception report shall include a program for conducting FGDs in order to get first hand information from SMEs. The program will outline the format of the FGDs, as well as the schedule and locations proposed for the meetings. A minimum of 8-10 FGDs must be conducted; 4 in provincial capitals and 4-6 in regional centers. The final locations of these focus group discussions must be strategically decided in light of the demographic significance and concentration of SMEs in these areas.

Deliverable No. 3: Report on Field Work

The second deliverable will be a report of the field work analysis. This should include the survey tools (set of questions) used for focus groups and questions for key informant interviews and the results based on these surveys. The report must also provide a narrative or qualitative analysis of facts/impressions and perceptions captured from the field.

Deliverable No. 4: Interim Progress Report. This report should highlight the flow of work; each task/sub-task and its corresponding outcome and provide an update against the tasks at hand.

Deliverable No. 5: Draft Policy Report

Using the field data, results of the literature review and analysis of key policy gap, the selected Offeror will develop a draft review of policy reforms policy options needed in the new SME Policy. The Draft Policy Report should inter alia, address the following;

1. Analysis of the Existing SME Policy:

- Long Term: Evaluate the extent to which the existing SME Policy contributed to the broad objectives of;
 - Job creation
 - Poverty Alleviation
 - Rural Development
 - Export
 - GDP
- Medium Term: Evaluate the extent to which the existing SME Policy contributed to the broad objectives of;
 - Skill Development
 - Growth if service sector in proportion of manufacturing
 - Rural entrepreneurship
- Short Term: Evaluate success in removal of constraints faced by the small & medium enterprises
 - Access to finance
 - Technology up-gradation

2. Business Environment improvement

- Existing Policy: success & impediments
 - Identification of key gaps
 - International benchmarks and Comparative Analysis
3. SME Growth Potential
- Sector and Provincial level analysis of SME related growth potential and requisite support to be provided by the State.
4. Contours of a Revised Policy
- Issues (Horizontal & Vertical Issues, Legal, Regulatory, Institutional) that need focus in future policy
 - Homogenized definition of cottage, small and medium enterprises
 - Business environment- rules, regulations, procedures for doing business
 - International best practices/ comparative analysis
 - Focus on internal and external factors for productivity enhancement
 - Provisions for promoting an entrepreneurship culture
 - Support for women entrepreneurship
 - Use of technology for simplification of procedure
 - Capacity building limitations
 - Workers environment, compensations and labor compliances
 - Access to finance
 - Access to markets (both domestic and international)
 - Access to Information and support networks
 - Business development service providers
 - Provisions to address other barriers
 - Gender mainstreaming
 - Distribution of regulatory burden (by creating exemptions from certain rules or increasing time for compliance etc.)
 - Role of private sector
 - Role of SME support institutions
 - Role of Federal and Provincial Governments (Inter-Provincial Coordination)
 - Role of Regulatory Authorities
 - SME support outfits; SMEDA, Punjab Small Industries Corporation, Sindh Small Industries Corporation etc.
 - Financial outfits: SME Bank, First Women Bank, First Micro Finance Bank, Khushali Bank, Tameer Micro Finance Bank, etc.
 - SME Policy Reform Framework
 - Translating the SME policy prescriptions (policy,legal,regulatory,institutional) into a reform framework outlining an action plan- road map of reform process: subject, reform objective, proposed action, process (public vs private sector support/facilitation) and expected impact.
 - Implementation Plan
 - Removing barriers to implementation
 - Outlining/demarking key responsibilities between Federation & Provinces, post 18th amendment
 - Mechanisms for monitoring and evaluation
 - Proposing a monitoring mechanism
 - Developing key performance indicators (KPIs)

Deliverable No. 6: **Presentation on Draft Policy Report:** Based on deliverable 3 above, the Offerors

will deliver a presentation to representatives from SMEA, USAID and SMEDA to gather feedback and further refine the policy report.

Deliverable No. 7: Final Policy Report

Based on recommendations on the Draft Policy report, the selected Offeror will finalize the 1 policy options paper for project approval.

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	Work Plan	2 weeks after subcontract signing
2	Inception Report	6 weeks after subcontract signing
3	Report on Field Work	14 weeks after subcontract signing
4	Interim Progress Report	18 weeks after subcontract signing
5	Draft Policy Report	20 weeks after subcontract signing
6	Presentation on Draft Policy Report	22 weeks after subcontract signing
7	Final Policy Report	24 weeks after subcontract signing

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

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

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

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

Reporting and Technical Direction

(a) Only Chemonics’ Chief of Party has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) The Chief of Party 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 Chief of Party, 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 Chief of Party or other authorized project staff member.

Period of Performance

The effective date of this fixed price subcontract is (fill in date when work must begin, not earlier than signature date) , and the completion date is (fill in date). The Subcontractor shall deliver the

deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the (designate receiving person) in accordance with the schedule stipulated therein.

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

Subcontract Fixed Price, Invoicing and Payment

D.1. Subcontract Fixed Price

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

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1.	Work Plan
2.	Inception Report
3.	Report on Field Work
4.	Interim Progress Report
5.	Draft Policy Report
6.	Presentation on Draft Policy Report
7.	Final Policy Report

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

D.2. Invoicing

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

D.3. Payment Account Information

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

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

Bank name: (INSERT Subcontractor's bank name)

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

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

D.4. Payment

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the

Subcontractor's invoice. Payment will be made in PKR, paid to the account specified in Section D.

Branding Policy

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

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

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

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

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

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

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

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

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

Intellectual Property Rights

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

This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

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

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

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

Indemnity and Subcontractor Waiver of Benefits

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

Compliance with Applicable Laws and Regulations

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

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

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

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

Privity of Contract and Communications

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

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

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

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

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

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

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

Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

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

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

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

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

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

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

Set-Off Clause

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

Assignment and Delegation

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

Organizational Conflicts of Interest

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in

performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics written approval to undertake such activities.

Gratuities and Anti-Kickback

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

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

Terrorist Financing Prohibition/ Executive Order 13224

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

Restrictions On Certain Foreign Purchases (FAR 52.225-13)

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, the Sudan, Burma and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

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

Compliance With U.S. Export Laws

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export

Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

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

Compliance With U.S. Anti-Corruption Regulations

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

- (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.

Subcontractor Performance Standards

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered

by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor's employees shall not act as agents or employees of Chemonics.

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

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

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

Subcontractor Employee Whistleblower Rights

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

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

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

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

a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and 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 Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

(d) Remedy.

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

Miscellaneous

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

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

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

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

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

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any

rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.

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

Section Y Insurance Requirements

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

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

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

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

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

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

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

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

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

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, 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 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

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

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

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

(2) Exceptions:

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

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

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

Section YY Security

Operating Conditions – Assumption of the Risk

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

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

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

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

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

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

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

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

Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES

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

Z.2 GOVERNMENT SUBCONTRACT

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

Z.3 NOTES

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

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

Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

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

Z.5 PROVISIONS INCORPORATED BY REFERENCE

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

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

Clause Number	Title	Date	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than \$150,000 (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than \$150,000 (Note 1 applies)

Clause Number	Title	Date	Notes and Applicability
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	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.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	DEC 2007	All Subcontracts > \$5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013	All Subcontracts equal to or greater than \$150,00
<u>52.204-06</u>	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013	All Subcontracts equal to or greater than \$25,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUL 2013	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$30,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts > \$150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$700,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract > \$150,000. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)

Clause Number	Title	Date	Notes and Applicability
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts > \$150,000. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	JUN 2013	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT	Applies to Indefinite Quantity Subcontracts (IQS)

Clause Number	Title	Date	Notes and Applicability
		1995	Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013	Applies to all Subcontracts >\$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	JUL 2013	Applies if this Subcontract > \$650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts > \$150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	MAR 2007	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-36</u>	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts > \$10,000. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts issued to <i>non-U.S. firms</i> where the work is performed entirely outside the U.S. (Note 8 applies.)
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In

Clause Number	Title	Date	Notes and Applicability
	U.S. and it is included in the Prime Contract)		paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013	Applies to Subcontracts > \$3,000 <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. (Note 8 applies.)
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies if this Subcontract > \$3,000. (Note 8 applies.)
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	FEB 2009	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract >\$150,000. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract >\$150,000. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	MAY 2012	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST	MAY	Applies only when referenced in this Subcontract

Clause Number	Title	Date	Notes and Applicability
	ACCOUNTING PRACTICES	2012	that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	MAY 2012	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS		Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG	Notes 1 and 2 apply. Applies if this is a Cost

Clause Number	Title	Date	Notes and Applicability
		1987	Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b),(c),(d), Note 3 applies; in paragraphs (e),(f),(g),(h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts for \$150,000 or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS		The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE		The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	OCT 1998	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
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)

Clause Number	Title	Date	Notes and Applicability
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
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.

Clause Number	Title	Date	Notes and Applicability
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

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

Subcontractor Name:

Subcontract or Sub-Task Order Number:

Subcontract or Sub-Task Order Start Date:

Subcontract or Sub-Task Order Value:

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

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

Yes No

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

(i) **Subcontractor DUNS Number:**

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

Yes No

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

Yes No

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

Yes No

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

1. Name: _____
Amount: _____

2. Name: _____
Amount: _____

3. Name: _____
Amount: _____

4. Name: _____
Amount: _____

5. Name: _____
Amount: _____

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

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

(1) *Salary and bonus.*

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

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

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

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

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

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

Z.7. REPRESENTATIONS AND CERTIFICATIONS

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

[End of Subcontract]