May 22, 2018

Request for Proposals # GHSC-PSM-TO1-2018-NG-LAB-10056142
Placement of Viral Load Testing Equipment in Nigeria

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as "Chemonics"), under the United States Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM), Prime Contract No. AID-OAA-I-15-00004, Task Order No. AID-OAA-TO-00007, is issuing a Request for Proposals (RFP) for the placement of viral load (VL) and early infant diagnostics (EID) testing equipment and services. The attached RFP contains all the necessary information for interested Offerors.

The GHSC-PSM project (alternately referred to herein as "Chemonics" or the "customer") is an official project of the USAID implemented by Chemonics and its consortium members. The purpose of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR), the President's Malaria Initiative (PMI), and Population and Reproductive Health (PRH). GHSC-PSM supports health programs through the supply of a wide range of health commodities, including contraceptives and condoms, essential drugs; and select commodities for HIV/AIDS, malaria, maternal and child health, and infectious diseases.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Stephanie Brininstool according to the instructions in I.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be e-mailed directly to all interested Offerors who registered.

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,

Stephanie Brininstool
GHSC-PSM

Request for Proposals

RFP: GHSC-PSM-TO1-2018-NG-LAB-10056142

For the provision of

Viral Load Testing Equipment Placement and Services in Nigeria

Contracting Entity:
Chemonics International Inc.
GHSC-PSM
251 18th Street South
Arlington, VA 22202 US

Funded by:
United States Agency for International Development

Funded under:
Nigeria GHSC-PSM

Prime Contract Number AID-OAA-I-15-00004
Task Order No. AID-OAA-TO-00007

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

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

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

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

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

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

Please contact PSMRiskManagement@ghsc-psm.org with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

RFP Table of Contents

List of Acronyms

CFR	Code of Federal Regulations
CV	Curriculum Vitae
DAP	Delivered At Place
DUNS	Data Universal Numbering System
EID	Early Infacnt Diagnosis
EST	Eastern Standard Time
FAR	Federal Acquisition Regulations
G&E	General and Administrative
GHSC-PSM	Global Health Supply Chain Program – Procurement and Supply Management
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome
INCO	International Commercial
IVT	Infant Virologic Testing
FMOHFederal Ministry	of Health
PEPFAR	The United States President's Emergency Plan for AIDS Relief
PMI	The President's Malaria Initiative
PRH	Population and Reproductive Health
RFP	Request for Proposals
UNAIDS	United Nations Programme on HIV/AIDS
U.S.	The United States President's Emergency Plan for AIDS Relief
USAID	U.S. Agency for International Development
USAID/Nigeria	USAID Mission in Nigeria
USG	U.S. Government
VAT	Value Added Tax
WHO	World Health Organization

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, acting on behalf of the USAID and the GHSC-PSM, under Prime Contract No. AID-OAA-I-15-00004 and Task Order No. AID-OOA-TO-15-00007 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out the placement of VL/EID testing equipment and services in Nigeria.

GHSC-PSM is an official project of USAID implemented by Chemonics and its consortium members. The purpose of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR, the President's Malaria Initiative (PMI), and Population and Reproductive Health (PRH). GHSC-PSM supports health programs through the supply of a wide range of health commodities, including contraceptives and condoms, essential drugs; and select commodities for HIV/AIDS, malaria, maternal and child health, and infectious diseases.

As part of project activities supporting HIV/AIDS health programs in Nigeria, funded by PEPFAR, GHSC-PSM requires VL/EID testing capability, to support Nigeria's national initiative to scale up VL/EID testing.

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

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

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

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

I.2. Offer Deadline

Offerors shall submit their offers electronically.

Emailed offers must be received no later than 5:00 PM (US EST) on June 1, 2018, at the following address:

Stephanie BrininstoolProcurement Specialist, GHSC-PSM
sbrininstool@ghsc-psm.org

Faxed offers will not be considered.

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

I.3. Submission of Offers

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.

Please reference the RFP number GHSC-PSM-TO1-2018-NG-LAB-10056142 in the subject line of the email. The Offeror must submit the proposal electronically compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. 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. Please indicate in the subject line whether a submission is the technical or cost proposal.

I.4. Requirements

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

A. General Requirements

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

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

(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country where it is registered, 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 Nigeria at the time the subcontract is signed and

(iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a sub award 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]

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

B. Required Proposal Documents

1. Cover Letter

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

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

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

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

2. Technical Proposal

The technical proposal shall comprise the following five (5) parts:

[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.

- Part 1: Regulatory Status

  Offeror must include evidence that the system offered is validated by the World Health Organization (WHO). Offeror must also include evidence of viral load (VL) assay regulatory approval

  The offeror should provide an explanation or evidence of the approval and/or future approval plans of diagnostics by the FMOH in Nigeria. This element will not affect the regulatory status evaluation score but Chemonics reserves the right to take this into account when determining the timeline and feasability of the proposal.

- Part 2: Corporate Capabilities, Experience, and Past Performance

  Offeror must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offeror must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Offerors must include details demonstrating their experience and technical ability in production of the requested services and commodities and their capacity to comply with the WHO Good Distribution Practices (GDP) for Pharmaceutical Products[1]. Additionally, Offerors must include two past performance references of similar work (under contracts or subcontracts) previously implemented, in any developing country (preferrably Nigeria), 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 that 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.

- Part 3: Technical Specifications

  Offeror must include detailed product information sheets for the offered solution (equipment, reagents and consumables, .). Equipment product information sheets must include detailed equipment throughput information to deduce the following data; i) number of tests in one batch, ii) number of batches in one 8-hour shift, iii) equipment capacity to support VL and EID, iv) equipment capacity to support Hepititis A, B, and C testing, v) equipment level of automation. Reagents and consumables product information sheets must include detailed VL/EID testing information to deduce the following data; iii) sensitivity of DBS and/or Plasma VL/EID, ii) specificity of DBS and/or Plasma VL/EID.

  The offeror should share responses to the following questions in relation to planned capabilities for expansion considerations regarding instrument capabilities and geographic footprint:

  - Are you anticipating any changes to the sample types supported and PQ approved, and if so, at what stage of research and development are they in, and in what timeframes do you expect the changes to be approved by WHO and regulators?

- What enhancements/upgrades do you anticipate making to your current diagnostics equipment portfolio over the next two to five years (this includes both new products and new functionality for existing products)?
- What additional equipment are in the pipeline that may eventually be used for VL/EID testing? How, if at all, could these new technologies impact how donors and countries think about network design? How might they impact network performance and delivery of care?

The offeror should complete Table 1 in relation to their existing in-country equipment with the subsequent information (but not limited to): equipment testing site, equipment model/type, number of tests in one batch run, number of batches in one 8-hour shift, capacity for testing VL/EID/ Hepititis A, B, and C, capacity to upload testing data to NLMIS, and testing equipment age.

Table 1. Existing Nigeria Viral Load Testing Equipment Information

No.	Testing Site	Equipment Model/ Type	Number of Tests in one Batch Run	Number of batches in a 8-hour shift	Capacity for Testing VL/EID/ Hepatitis A, B, and C	Capacity to Upload Testing Data to NLMIS	Testing Equipment Age
1							

- Part 4: Maintenance Capacity and Service Quality

The offeror shall describe their service approach that would cover all diagnostic equipment in a given country for both new equipment and existing equipment. The offeror must demonstrate how it plans to adhere to the requirements set forth in Section II.2 Scope of Work, including compliance with and recordkeeping of the Illustrative Key Performance Indicators (KPIs) as detailed in Annex 2. Offeror must provide data for all of the subcriteria set forth in Table 1. Evaluation Sub-Criteria, Part 4. Maintenance Capacity and Service Quality.

The offeror should share responses to the following questions in relation to their service level agreement and maintenance approach:

- What, if any, service level guarantees you will provide? How are these structured contractually?
- How will your maintenance network be structured both geographically and organizationally?
- How, if at all, will you use local distributors to provide maintenance services?
- What kind of maintenance tasks will be handled by local vs. head office engineers?
  - What will your approach be to providing preventative maintenance?
  - Will you staff engineers in Nigeria?
  - What will be your approach be to maintaining inventory of spare parts for Nigeria?
- How frequently do you recommend upgrading / replacing VL/EID equipment (i.e., number of years)? Part 5: Value-Added Services

The offeror should share potential additional value -added services that Nigeria may chose to receive. The offeror should provide detailed reponses to the following (but not limited to) value-add services in the proposal:

1. Interface with external laboratory information system with emphasis on existing software currently being used in Nigeria
2. Viral Load and EID result transmission system
3. Electronic Quality management system for Viral Load and EID testing
4. Electronic Laboratory Stock Management System for Viral Load, EID reagents/controls and associated consumables
5. Hazardous waste management and disposal service solutions generated from use of the installed system(s)
6. Vendor-managed inventory (VMI) of VL/EID reagents/controls and other related commodities. Vendor should also hold a proportion of their annual commitment in readily accessible stocks to respond to fluctuations in consumption to avoid expiries and stock outs.

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 Offeror will submit a cost proposal for the placement of equipment in the form of cost per test. With respect to the cost proposal submitted, should the Offeror enter into any subsequent agreement during the course of this agreement that provides for the supply of Offeror Goods and services pertaining to Nigeria, the Offeror shall offer to Chemonics a cost per test inclusive of benefits or terms more favorable to that of the cost proposal submitted in response to this RFP. The cost per test will be all-inclusive of, but not limited to, equipment, reagents, consumables, ongoing preventative maintenance and repair, training, user support, investment depreciation, insurances, and regular reporting of illustrative service KPIs. The Offeror will submit a proposal for the following scenario:

- Placement of HIV VL/EID equipment at the sixteen (16) proposed testing sites as needed to meet the annual testing capacity referenced in section 11.2 Scope of Work Table 4.
- An all-inclusive service and maintenance agreement to cover the new equipment. In the event that the Offeror has active service agreements in place in Nigeria, all existing service and maintenance contracts should be absorbed into one service agreement that contains standardized pricing across the supported equipment.

The price of the subcontract to be awarded will be all inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Offers must show unit prices, quantities, and total price in accordance with cost elements listed in section I.8 below. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US dollars.

The offeror shall include the following additional information in the cost proposal: i) detailed list of the reagents and consumables included per test kit bundle and their unit price, ii) a sample invoice

for the test kit bundle, and iii) a calculator tool to enable the customer to calculate the price per test from inputting the unit prices for the reagents and consumables.

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 and as it pertains to the cost elements in section I.8 below. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

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

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

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

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf.

The cooperating country for this RFP is Nigeria.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, and Syria, or any other countries or entities which may be subject to U.S. Government sanctions as per the Office of Foreign Assets Control (OFAC) list of sanctioned entities.. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.6. Chronological List of Proposal Events

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

RFP announced	05/22/2018
Deadline for written questions	05/28/2018
Answers provided to questions/clarifications	05/30/2018
Proposal due date	06/05/2018
Subcontract award (estimated)	06/29/2018

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 Stephanie Brininstool at sbrininstool@ghsc-psm.org no later than 5:00PM (US EST) on May 28, 2018. 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, the GHSC-PSM 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 (US EST) on June 5, 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 recommendations of a Technical Evaluation Committee (TEC) using the evaluation criteria stated in this RFP.

I.7. Validity Period

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

I.8. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the regulatory status, corporate capability, technical specifications, maintenance capacity, and service quality requirements, and is determined to represent the best value to Chemonics. The proposal will be evaluated based on a technical/cost trade-off analysis to determine the best value, based on whether it meets the required evaluation criteria and evaluation sub-criteria, stated in the table below.

Table 2. Evaluation Sub-Criteria

		Maximum Points
Part 1. Regulatory Status	Regulatory approval of VL and/or EID assay	10
	Pre-qualification by WHO	
Part 2. Corporate Capability, Experience, and Past Performance	Capacity to deliver VL/EID testing equipment, services and commodities	10
	Capacity to comply with WHO GDP	
	Past performance references	
Part 3. Technical Specifications	Number of tests in one run	30
	Number of batches in one 8-hour shift	
	Sensitivity of DBS and Plasma VL/EID	
	Specificity of DBS and Plasma VL/EID	
	Equipment capacity to support VL and EID	
	Equipment Capacity to support Hepatitis A, B, and C testing	

	Level of automation/ walk away time	
Part 4. Maintenance Capacity and Service Quality	Capacity to perform preventative maintenance on schedule (Annex 2)	25
	Capacity to meet 24 hour service provider response time (Annex 2)	
	Capacity to complete service job within parameters (Annex 2)	
	Capacity to meet equipment outages parameters (Annex 2)	
	Capacity to submit Service Reports on time (Annex 2)	
	Capacity to keep failure rate below 5% (Annex 2)	
	Minimum shelf life remaining (months) at delivery of reagents/consumables	
	Number of tests in buffer stock at the central level	
	Capacity to do on-site training within 2 weeks of installation	
	Number of days and content included in on-site training	
	User manual in English	
	Remote assistance capacity	
	Remote breakdown monitoring capacity	
Part 5. Logistics and Inventory Capacity	Delivery lead time for reagents and consumables	15
	Delivery lead time for equipment	
	Ability to deliver more than 80% of orders on time (Annex 2)	
	Capacity to meet lead time for spare parts parameters (Annex 2)	
Part 6. Value-Added Services	To be determined by offeror	10

To help facilitate VL/EID network optimization, this competitive RFP is asking Suppliers to provide disaggregated pricing for each component of VL/EID testing, including pricing for equipment placement, reagents, consumables, and maintenance. This RFP solicits pricing proposals across a range of potential volume guarantees under standard and reagent rental pricing models. Offerors shall submit cost proposals, which contain the following cost elements as part of each test bundle, using the annual testing capacities provided in section II.2 Table 4:

Table 3. Cost Elements

Prod. /Serv. Description	**Price per Test**	**Comments**
1. Equipment Placement (provide and deliver) (If applicable)		
2. Equipment Installation (If applicable)		
3. Medical Laboratory Scientist Training (As defined in II.2)		
4. Preventative Maintenance (As defined in II.2)		
5. Repair and Parts Replacement Services (As defined in II.2)		
6. Goods (Reagents, Controls, and Consumables)		
7. Shipment Charges per INCO term DAP		

8. Data Reporting (Quarterly Report and Quarterly Meetings) (As defined in II.2)		
9. Other Value-Added Services and other cost drivers (if yes, describe the nature of such service on the right)		
Total	**$**	

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 GHSC-PSM 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.

The combined technical evaluation factors listed above are significantly more important than cost or price. Cost will primarily be evaluated for realism and reasonableness. Cost realism will be based on considerations such as the following:

- Are proposed costs realistic for the work to be performed?
- Do the costs reflect a clear understanding of solicitation requirements?
- Are the costs consistent with the various elements of the Offeror's technical proposal?

I.8.b. 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 multiple awards per component or to make no award at all.

I.8.c. Terms of Subcontract

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

I.8.d. Privity

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

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

II.1. Background

In 2013 the WHO recommended HIV-1 VL/EID monitoring as the preferred method for diagnosing and confirming treatment failures in resource-limited settings. However, VL/EID cost and complexity has prevented scale-up in developing countries. The uptake of VL/EID testing has been hampered by the laboratory-based nature of the available technologies. However, with developments in this diagnostic field rapidly evolving, it is anticipated that scale-up can be achievable in the next few years. Technological advancements such as automated laboratory tests, which reduce the level of laboratory infrastructure, skill, and hands-on time required; and rapid developments in DBS for sample transportation and point-of-care (POC) technologies, which are designed to be simple to use and can be performed by any healthcare worker; and donor funding to achieve the 90-90-90 targets have spurred advancements in service delivery and patient access.

Between 2015-2020, testing demand in low and middle-income countries is forecasted to triple, increasing from 7M to 22M tests annually. WHO expects that VL/EID procurement in developing countries will grow significantly to meet rising demand; forecasts show a rise from $60M annually to $100M annually within the next two-three years. It is estimated that over the next five years, PEPFAR will spend between $400-$500M on VL/EID.

As more POC equipment enter the market and obtain appropriate qualifications, GHSC-PSM, global donors, ministries of health, and diagnostic suppliers will need to carefully consider the optimal viral network configurations across developing countries. With testing demand rising, technology evolving, and the supplier landscape broadening, it is critical for country officials and donors to assess the full range of available equipment options and pricing models as implementing partners collectively seek to design stronger VL/EID networks.

In support of the 90-90-90 targets, PEPFAR in Nigeria has requested through the USAID Mission in Nigeria that GHSC-PSM procure VL/EID equipment, reagents, consumables, and maintenance services for equipment; these would be used in the national health network's molecular laboratories. To make VL/EID testing more accessible through efficient pricing models that can increase demand, GHSC-PSM is proposing to distribute costs across equipment, reagents, consumables, and services. Increased demand will increase procurement of reagents and consumables, as well as the potential for additional equipment. Furthermore, any cost savings can

be reinvested in service, maintenance, and value-added features for equipment to strengthen the VL/EID network in country and move Nigeria closer to UNAIDS' 90-90-90 targets.

These transformations represent a pivotal moment for HIV VL/EID procurement and network strategy. With testing demand rising, technology evolving, and the supplier landscape broadening, it is critical for country officials and donors to assess the full range of available equipment options and pricing models to collectively seek stronger VL/EID networks.

Nigeria is currently ramping up its VL/EID scale-up efforts to increase access to all eligible patients currently on treatment, who numbered 1,050,000 as at the end of 2017. The projected VL/EID testing for 2018, 2019, and 2020 are 1,043,093, 1,502,938, and 1,630,513 respectively. We envisage that this number would continue to increase on a yearly basis as the country continues to identify and link new positive cases to ART treatment.

To ensure unhindered access to VL testing and EID (with an estimated annual EIDneed of 86,416) in country, PEPFAR in partnership with Global Fund and the GON, has initiated a NISRN system as an integral part of the PCR laboratory network; this is done by linking all ART and prevention of PMTCT in-country facilities to the 16 PCR laboratories for sample shipments and return of results. The sample shipments and return of results between the referral health facilities and the reference PCR labs will be through third-party logistics organizations.

The most vital component of the PCR lab network is ensuring that the labs have the requisite capacity to meet the VL and EID demand and those results are returned to the health facilities within the TAT. To achieve this, the PEPFAR program is planning to upgrade selected PCR laboratories to "Mega PCR Laboratories" with very high and/or high testing throughputs PCR equipment.

Achieving robust, efficient and effective networks will require stakeholders to overcome a wide range of challenges, outlined below:

Current state	Future state
▪ Countries often budget based primarily on cost paid per test to manufacturers	▪ The total resource requirements for effective viral load testing networks are understood and networks are fully resourced
▪ Price per test varies significantly by country, driven by reagent and consumables pricing	▪ Price per test is standardized across countries to lowest possible rate with option of additional value-added service
▪ One-off procurement efforts lack uniformity and do not effectively leverage volume across countries	▪ Coordinated procurement strategy ensures consistent negotiation practices and effective pooling of volume
▪ Instruments are often underutilized, and there is no coordinated, network strategy	▪ Instruments are fully utilized, while balancing load between high throughput and low throughput machines
▪ Instruments are poorly maintained; service contracts differ widely within and across countries	▪ Instruments are serviced effectively and service contracts are uniform across new and legacy instruments

In working towards a future state vision of greater network functionality and utilization, country officials must have access to transparent, robust, and up-to-date pricing agreements across all diagnostic suppliers.

In addition to helping Nigeria optimize its VL/EID network, this RFP is designed to maximize potential supplier benefits, including:

- The opportunity to expand equipment footprint
- The ability to access more granular and transparent country data (e.g., demand forecasting / equipment utilization)
- The chance to establish more expansive service level / maintenance agreements to improve equipment utilization
- To help ensure a mutually beneficial tender, this RFP includes several key areas that we believe are essential to establish a deeper understanding of supplier needs and considerations for expanding VL/EID testing infrastructure. These key areas include Supplier service level agreement/maintenance approach, value-added services (e.g., data / connectivity, training, and reporting), existing equipment coverage under new pricing agreements, expansion considerations regarding equipment capabilities (e.g., sample types supported, equipment upgrades) and geographic footprint.

II.2. Scope of Work

A. Activities

The Offeror(s) selected as a result of this RFP will be required to carry out the following activities in one or more of the sixteen (16) proposed testing sites listed in Table 4:

- **Activity No. 1: Complete a Pre-Installation Site Visit and Provide Pre-Installation Report**

  Before the diagnostic equipment can be installed, the successful offeror(s) shall complete a pre-installation visit to acquire the necessary information for installation. The offeror shall then provide a Pre-Installation Report that details pre-installation planning information to the Customer with product specifications, all infrastructure requirements, and preliminary and final site layout plans as may be requested or required for each installation project.

- **Activity No. 2: Provide and Install HIV VL/EID Diagnostic Equipment**

  The successful offeror(s) shall complete the delivery, installation, and calibration of the VL/EID Testing Equipment at the testing site(s) that require equipment placement based on the award. The offeror will be responsible for configuring and testing connectivity and the functionality of the equipment per manufacturer´s recommendations. The equipment shall be installed within the timeline mutually agreed upon by the Parties. The offeror is responsible for submitting the following deliverables:
    - The installation report
    - The commissioning report

- All commodities, software, and licenses delivered under this subcontract must be transferable to USAID, the Ministry Of Health, or another entity in the Cooperating Country designated by Chemonics

- **Activity No. 3: Provide Training Four (4) Laboratory Technicians Upon the Equipment Installation and as Corrective Action**

  Upon installation of the Equipment, the successful offeror(s) shall provide an initial training course for at least four (4) operators per testing equipment to be conducted at the testing site or at an alternative mutually-agreed upon location. The offeror shall provide one (1) additional training per testing site per year upon request by the Customer to accommodate any new laboratory staff. The offeror(s) must provide training certifications or documentation at the completion of the training course.

  On an ongoing basis, the offeror shall review testing data submitted by the testing sites to determine whether any corrective action training is necessary based on the frequency and type of error codes observed. Corrective action training shall be carried out within thirty (30) days of any issue being identified by the Offeror or reported by the Customer

  The Offeror shall bear all costs associated with any training including labor, travel costs both inside and outside of the country as well as any necessary materials and supplies.

- **Activity No. 4: Provide Preventative Maintenance (PM) and Equipment Updates**

  The offeror shall carry out PM visits for the equipment for routine maintenance according to standard system requirements and manufacturer's recommendations to ensure the equipment is operating at optimal performance. The PM Visit is to be scheduled on a date mutually agreed upon between the Parties during routine working hours.

  During each PM Visit, the offeror shall provide routine instrument maintenance, such as lubricating, adjusting, calibrating, and shall test each unit of the Equipment to ensure that it is operating optimally. Any spare parts and components determined by the offeror to be likely to fail or to be defective will be replaced as per the terms of this Agreement. The offeror shall cover the cost of any supplies required for scheduled maintenance procedures.

  When the offeror determines it is necessary to modify any Equipment due to regulatory compliance, safety, or reliability related issues, the offeror shall be responsible for providing the necessary trained personnel to ensure timely installation of all factory authorized updates or modifications, including parts. Any modification or update requiring onsite support will be scheduled on a date mutually agreed upon between the Parties during routine working hours. If an upgrade or model replacement is conducted, the service provider shall submit a detailed report to Chemonics.

- **Activity No. 5: Provide Repair and Parts Replacement Services**

  The offeror shall provide repair and parts replacement services for each diagnostic equipment inclusive of all required modifications or system updates. The offeror should aim to maintain an overall mean time to repair (MTTR) of <48 hours and a total system uptime of 98% on an annual basis

The offeror shall send a qualified engineer to the testing site within twenty-four (24) hours from the time that the fault is first reported, except in cases where travel is limited. Offeror shall use best efforts to resolve all faults which render the equipment in question non-functional within forty-eight (48) hours from the time that the fault is first reported, except in cases where travel is limited. The offeror shall cover all labor, necessary replacement parts, and travel expenses.

Besides the requirements above, any failure to adhere to KPI 3, 4, 5, 8 (Annex 2) for more than two consecutive months will trigger a situational /equipment investigation to determine the replacement of the equipment, as mutually agreeable by both parties

After each PM Visit, repair intervention, or Equipment modification or update, the successful offeror(s) will complete a Field Service Report and provide a copy to the Customer Representative within 48 hours of resolution. The report must be signed by the Customer's designated laboratory staff at the testing site.

- **Activity No. 6: Provide and Deliver the Test Kit Bundles**

The offeror shall provide and deliver all the reagents, controls, and consumables included in test kit units complying with an agreed upon delivery schedule and with the following INCO term: DAP.

- **Activity No. 7: Key Performance Indicator (KPI) Monitoring**

The offeror(s) shall monitor the key performance indicators (KPI) referenced in annex 2 on an ongoing basis.

- **Activity No. 8: Provide Quarterly Reports**

The successful offeror(s) shall provide a quarterly report including testing data from the laboratories and other metrics to the Customer Representative, Government Representative, and any other stakeholders within thirty (30) days of the close of each calendar quarter.

At a minimum, the Quarterly Report shall contain the following information for each testing site:

a. Number of valid results categorized by assay type and sample type
b. Number of invalid results categorized by assay type and sample type
c. Cumulative number of agreed-upon replacement tests
d. Number of days/hours originally scheduled to provide testing services
e. Number of days/hours lost due to Equipment downtime or supply stock outs
f. Description of any trainings held including purpose and number of participants
g. Service log capturing all preventative maintenance and repair interventions for previous quarter
h. Performance to date against Key Performance Indicators (see below)
i. Statistics relating to testing efficiency at each site
j. Current number of test kits in stock

- **Activity No. 9: Conduct Quarterly Meetings**

The successful offeror(s) shall hold quarterly in-person meetings with the Customer Representative, Government Representative, and other stakeholders to review all reports and address any matters arising in relation to the rendering of services.

The parties will review the previous quarter's testing data to determine the number of tests that were invalid or unsuccessfully completed due to errors that are determines the be the fault of the offeror. Once the cumulative number of agreed-upon replacement tests reaches ninety-four (94) for any specific testing site and assay type, the Service Provider will ship a replacement Test Kit Unit free of charge to that testing site

Value-added Services:

The offeror should share potential additional value-added services that they can provide for Nigeria . The offeror should provide responses to the following (but not limited to) value-add services in the proposal:

7. Interface with external laboratory information system with emphasis on existing software currently being used in Nigeria
8. Viral Load result transmission system from Lab Information System to Patient Electronic Medical Record in Nigeria
9. Electronic Quality management system for Viral Load testing
10. Electronic Laboratory Stock Management System for Viral Load reagents/controls and associated consumables
11. Hazardous waste management and disposal service solutions generated from use of the installed system(s)
12. Vendor-managed inventory (VMI) of VL/EID reagents/controls and other related commodities. Vendor holds a proportion of their annual commitment in readily accessible stocks to respond to fluctuations in consumption to avoid expiries and stock outs.

B. Requirements

The offeror shall consider the following equipment requirements for testing sites:

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II. PEPFAR in Nigeria plans to support two PCR laboratories in Abuja's Federal Capital Territory (FCT) with very high testing throughputs. The target PCR laboratories include the following:

1. The Defense Reference Laboratory (DRL) in Asokoro; and,
2. The National Reference Laboratory (NRL) in Gaduwa/Asokoro Laboratory Training Center.

III. Chemonics requires oneunit set of PCR equipment that meet the following specifications for deployment to each of the referenced laboratories:

a. A minimum testing throughput of at least 223,200 tests per annum
b. Fully automated
c. Capacity for testing VL and EID
d. Capacity to test both plasma and DBS sample types for VL and EID
e. Capacity to tesfor Hepatitis A, B, and C testing

With the capacity to automatically upload testing data/results to the National Laboratory Information Management System (NLMIS) without human interface and to migrate in future to any Nationally design eLMIS software

IV. In addition, PEPFAR in Nigeria plans to upgrade 4 PCR laboratories with a high testing throughput PCR equipment for the following laboratories:

1. National Institute for Medical Research (NIMR), in Yaba, Lagos State;
2. Federal Medical Center (FMC), In Makurdi, Benue state;
3. University of Uyo Teaching Hospital (UUTH) in Uyo, Akwa Ibom State; and
4. The Anambra State University Teaching Hospital (ANSUTH), in Awka, Anambra State.

V. Chemonics, therefore, requires four (4) units of high testing throughput PCR equipment that meet the following specifications for deployment in the referenced laboratories:

1. A minimum testing throughput of 89,230 tests per annum based on 8 hrs/day and 240 days/year usage
2. Fully automated
3. Capacity for testing VL and EID
4. Capacity to test both plasma and DBS sample types for VL and EID
5. Capacity for testing Hepatitis A, B, and C testing
6. Capacity to automatically upload testing data/results to the National Laboratory Information Management System (NLIMS) without human interface and capacity to migrate iin future to any Nationally design eLMIS sofware

VI. Furthermore, the equipment should have configurations for internal validation and quality control checks that include Levey Jennings (LJ) charts, and QC data storage capacity of not less than a year. The equipment should have or be configured to have remote monitoring features that include but not limited to the following capabilities:

1. Remote monitoring of during up and down-time
2. Remote monitoring of quality control performance
3. Remote monitoring of testing performance including passed and failed runs, QC test,
4. Remote monitoring of reagent and consumables utilization/consumption
5. Capacity for remote sample log-in
6. Capacity for bar code readers

VII. The estimated total annual VL/EID testing equipment capacity in Nigeria is as follows:

Table 4. Estimated Annual Testing Capacity for Proposed Testing Site Locations

No.	Testing Site	Testing Site Acronym	Site Location	Annual Testing Capacity
1.	Federal Medical Centre Makurdi	FMCM	Benue	124,570
2.	Nnamdi Azikiwe University Teaching Hospital NNEWI	NAUTH	Nnewi	55,440
3.	University Of Uyo Teaching Hospital	UUTH	Calabar	124,570

4.	Ahmadu Bello University Teaching Zospital Zaria	ABUTH	Kaduna	55,440
5.	Reference Laboratory Defense Headquarters	DRL	Abuja	293,760
6.	University Teaching Hospital Jos	JUTH	Jos	70,560
7.	Federal Teaching Hospital	FTHG	Gombe	35,280
8.	Obafemi Awolowo University Teaching Hospital Clinic ILE- IFE	OAUTH	Enugu	55,440
9.	Anambra State University Teaching Hospital	ANSUTH	Anambra	124,570
10. /11.	National Reference laboratory / Asokoro Laboratory Training Centre (Altc)	NRL/ALTC	Abuja	293,760
12.	Braithwaite Memorial Specialist Hospital	BMSH		35,280
13.	Lagos State University Teaching Hospital Ikeja	LASUTH	Lagos	20,160
14.	University of Maiduguri Teaching Hospital	UMTH	Maiduguri	55,280
15.	Nigerian Institute of Medical Research	NIMR	Lagos Ikeja	124,570
16.	Usman Danfodio University Teaching Hospital	UDUTH	Sokoto	20,160
		TOTAL		**1,488,840**

II.3. Deliverables

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

Deliverable No. 1: Proofs of Delivery (PODs) for Reagents and Consumables with Temperature Data for Cold Chain

The successful offeror(s) shall provide signed and stamped proof of delivery documentation for the delivery of reagents and consumables with DAP inco terms. The offeror(s) must also provide a packing list to ensure payment. The temperature monitoring device data that is required to be included in cold chain shipment shall be downloadable, readable and interpretable at point of delivery by GHSC-PSM staff.

II.4. 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	PODs for Reagents and Consumables with Temperature Data for Cold Chain	

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

Section III Firm Fixed Price Subcontract (Terms and Clauses)

STANDARD GENERAL CONTRACT TERMS AND CONDITIONS

For

USAID-FINANCED COMMERCIAL ITEMS

ARTICLE 1. INDEPENDENT SUPPLIER

The Parties acknowledge that the relationship between them pursuant to this subcontract is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint venture, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.

ARTICLE 2. GOODS AND RELATED SERVICES

A. The Supplier shall deliver the Goods and the Services, if any, described in this Subcontract of the type, in the quantity, at the delivery date and at the price as indicated, in accordance with the stated terms and Subcontract conditions. The quality of the Goods and Services shall conform in all respects to the requirements of the Subcontract (including, but not limited to, all required testing and warranties).

B. All Goods (including, but not limited to, materials, parts, components, and sub-assemblies thereof) shall, unless otherwise expressly approved by Chemonics in writing, be new**,** and not used, remanufactured, refurbished or Government surplus; and shall be produced entirely from Goods meeting all of the foregoing requirements.

C. Unless otherwise expressly approved by Chemonics in writing (based on approval by the Government's Contracting Officer) —

   (1) The origin of any of the Goods for which a specific "Origin" is indicated herein or any associated Order form, if applicable, shall be as specified; and

   (2) The Goods (including the components thereof), Services, sub-vendors or suppliers shall not be from Cuba, Iran, North Korea, Syria or other countries or entities which may be subject to U.S. Government sanctions as per the OFAC list of sanctioned entities.

D. For any Subcontracts under which Pharmaceuticals are being procured:

   (1) All Pharmaceuticals supplied shall be manufactured in accordance with Good Manufacturing Practice. Unless otherwise specifically stated in the Subcontract, “Good Manufacturing Practice” shall be deemed to mean the standards and guidance issued by the U.S. Food and Drug Administration (FDA), including without limitation the Current Good Manufacturing Regulations for Finished Pharmaceuticals (“GMP”) and the related regulations in 21 CFR Parts 210 and 211. If a waiver is approved and a different stringent drug regulatory authority’s standards are eligible for use in lieu of the afore-mentioned FDA standard/guidance, the alternative authority shall be specified in the Subcontract (or as otherwise expressly agreed in writing by Chemonics). A stringent regulatory authority (SRA) is a drug regulatory authority that closely resembles FDA in the standards utilized in its operations. Currently, countries that participate in the International Conference on Harmonization (ICH) are considered as stringent regulatory authorities.

   (2) If the Supplier is the manufacturer of Pharmaceuticals supplied under this Subcontract, as part of its compliance with the current GMP (or other applicable standards and guidance),

the Supplier shall collect and retain representative samples of each lot or batch of Pharmaceuticals supplied. If the Supplier is not the Manufacturer, the Supplier shall ensure that the Manufacturer, as part of its compliance with the aforesaid standards or guidance, collects and retains representative samples of each lot or batch of Pharmaceuticals supplied. The Supplier shall also ensure that Chemonics and its designees if any are provided with reasonable access to the samples upon request.

(3) The premises used for manufacturing the Pharmaceuticals shall hold a current manufacturing license issued by the relevant Ministry of Health or other cognizant national drug regulatory authority, and shall be open to visits from inspectors appointed by Chemonics.

(4) In addition, and without prejudice to the above, the Pharmaceuticals shall comply with the standards of the current edition (or the latest edition in which they are included) of the United States Pharmacopoeia (USP); or, if applicable, with another acceptable pharmacopoeia standard, e.g. the European Pharmacopoeia (EP), the British Pharmacopoeia (BP), or the British Pharmaceutical Codex (BPC). Where the USP gives no definition of the Pharmaceuticals and no other standards are specified, the Pharmaceuticals shall be manufactured in accordance with tested "in-house" formulations so as to be suitable for human medicine.

E. If the Subcontract is for Plasters, Liquid Extracts or Ointments, Goods supplied shall be modified, where necessary, to render them suitable for use in the Cooperating Country(ies), but the specified proportion of the active ingredients must, in all cases, be maintained.

F. All Goods with a shelf life (such as test kits), including all Pharmaceuticals, must be freshly manufactured, and thus have maximum possible shelf life. Unless otherwise required in the Subcontract, Goods with a maximum possible shelf life of less than twenty-four (24) months shall have at least 85% of shelf life remaining when delivered. Goods with a maximum possible shelf life of more than twenty-four (24) months shall have at least twenty-four (24) months, or 85%, of shelf life remaining whichever is longer, when delivered. No Goods will be accepted which do not comply with these requirements unless Chemonics has agreed in writing to different requirements, in which case the Goods must strictly comply with those modified requirements.

G. Notwithstanding any other provision of the Subcontract, Chemonics may:

(1) Prior to shipment of the Goods and the initiation of performance of any Related Services, by written notice to the Supplier, cancel in its entirety, or reduce the quantity(ies) of, any individual item(s) of the Goods without charge to Chemonics; and/or

(2) In the event that the USAID Contract with Chemonics is terminated by the Government in whole or in pertinent part prior to shipment to its delivery destination, return to the Supplier unused items or quantities of Delivered Goods.

H. If the Subcontract calls for performance of Related Services overseas by the Supplier's employees or consultants (collectively, "personnel"), the Supplier shall comply with the following requirements:

(1) The Supplier shall notify Chemonics (sufficiently in advance to permit Chemonics to notify USAID and obtain its concurrence if needed) of any planned travel overseas by personnel in connection with performance of Related Services. Such notice shall include the number and names of the personnel participating, the proposed itinerary and logistics arrangements, and the Services to be provided, along with the information specified in AIDAR 752.7004, EMERGENCY LOCATOR INFORMATION.

(2) The Supplier shall ensure that its personnel, while in a Cooperating Country, abide by all applicable laws of the Cooperating Country and political subdivisions thereof.

(3) Other than work performed under the Subcontract for which personnel are assigned by the Supplier, the Supplier's personnel shall not engage, directly or indirectly, either in their own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country, nor shall they make loans or investments to or in any business, profession or occupation in the Cooperating Country, without Chemonics' approval. This provision does not apply to personnel who are citizens or legal residents of the Cooperating Country.

(4) The Supplier shall obtain (a) worker's compensation (Defense Base Act) insurance pursuant to FAR 52.228-3 and AIDAR 752.228-3, and (b) medical evacuation insurance for personnel travelling to a Cooperating Country in connection with this Subcontract.

(5) Personnel travelling on the Supplier's behalf for performance of Related Services shall possess appropriate language skills, if any, stated in the Subcontract, and shall be physically fit in accordance with AIDAR 752.7033.

(6) In performing Related Services, the Supplier shall comply with USAID guidance, if any, relating to branding/marking of activities.

(7) FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) shall apply to Related Services.

(8) All logistics support, visas, legal compliance matters and taxes in connection with its personnel overseas shall be the sole responsibility of the Supplier, as will all liability for the acts and omissions of the Supplier's personnel performing the Related Services.

(9) Compensation for satisfactory performance of Related Services shall be paid upon completion thereof in compliance with the terms and conditions of the Subcontract and solely in the form of the firm, fixed, all-inclusive prices.

(10) Notwithstanding any other provisions of this Subcontract, no additional compensation or reimbursement will be provided to the Supplier for complying with these requirements concerning provision of Related Services.

ARTICLE 3. PACKING, EXPORT MARKING, PREPARATION FOR SHIPMENT AND PACKAGING

A. All Goods supplied under this Subcontract shall be packed and marked for export as required by the Subcontract and by all applicable transportation regulations, carrier tariffs, US FDA/SRA regulations (if any), and sound commercial practice. Without limiting the generality of the foregoing, all Goods shall be properly prepared for export according to the best international packing standards suitable to prevent theft, loss, or damage and to withstand exposure to the elements, including extreme temperature and water, and rough handling during air, sea or land shipment.

B. The Supplier shall be solely responsible for complying with all applicable laws and sound international practices, which includes having all relevant licenses in places at the Supplier's factory for the Goods and for shipping/loading in accordance with the applicable INCOTERM, for the packaging and labeling of the Goods (including, if applicable, hazardous materials safeguards).

C. Packaging shall be prepared in accordance with the Subcontract and to ensure that:

(1) All external carton packaging for Goods are properly labelled (preferred to include: manufacturer name, product description, quantity, batch, PSM item number/supplier SKU

barcode, weight, carton dimensions, # inner units per carton, special handling instructions/ temperature requirements)

(2) Euro pallets (100x120 is preferable size, 80x120 is acceptable in consultation with PSM), heat treated

(3) Pallet height not to exceed 1.25 m (incl. pallet)

(4) Batch-end products (e.g. only 10 instead of 20 each in a box) need to have an extra label (visibility for the warehouse)

(5) Like product and batches should be kept contiguous when loaded into containers and should not be separated. Corrugated separator sheets should be used between batches when multiple batches are packed on the same pallet.

D. Packaging should clearly state whether or not pallets can be stacked.

E. The Supplier shall provide the specified attributes of the Goods for the master data by SKU in the format requested by Chemonics, also referred to as the product master form. This product master information shall be updated whenever attribute details change (ex: weights, dimensions) or new products are introduced.

F. Chemonics will be implementing GS1 labeling requirements on tertiary packaging (pallet/logistics unit and carton/trade item) during the period of performance of this Subcontract. The Supplier may be required to comply with GS1 General Specifications for identification and marking details under the Subcontract. The Supplier may refer to the GS1 barcode specifications for detailed requirements (http://www.gs1.org/docs/barcodes/GS1_General_Specifications.pdf). Chemonics will provide the Supplier with reasonable notice of the implementation requirement applicable to the Subcontract.

G. Unless otherwise required by Chemonics in writing, the Supplier shall mark each unit of export packaging with the USAID contract number specified on the cover page of this Subcontract. A complete itemized packing list shall be carried in a secure, durable clearly-marked "packing list" envelope affixed to the outside of each pallet, shipping container or box that represents a separate unit of the shipment used to deliver the Goods. Each packing list must show the specified Chemonics Subcontract number (unless otherwise required by Chemonics in writing, a complete narrative description of the Goods, all applicable part numbers, and the corresponding line item number.

H. Damage resulting from improper packing, export marking and preparation for shipment shall be the liability of the Supplier and deducted from amounts due.

I. No extra charge shall be payable by Chemonics for export packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause or for any transfer to Chemonics nominated carrier unless specifically stated in this Subcontract or otherwise agreed to by Chemonics in writing.

J. In addition and without the prejudice to afore-mentioned paragraphs, the following further requirements shall apply to Pharmaceuticals, test kits and other medical products: packaging, packing and marking shall be in accordance with applicable FDA regulations and the Manufacturer's current public sector packaging for overseas distribution. Packaging and packing must ensure the safety, efficacy and quality of the product and be appropriate for distribution in harsh climates under less than ideal transport and storage conditions.

K. In addition, the following further requirements shall apply only to Subcontracts for the supply of Pharmaceuticals: the Supplier shall supply the Pharmaceuticals in closed pharmaceutical

storage containers, i.e. bottles, tins, vials, ampoules, bubble pack, ensuring that the containers adequately protect the Pharmaceuticals while they are in transit, or stored in warehouses, or on pharmacy shelves under conditions expected to prevail in the Cooperating Country(ies). The Supplier shall mark each pharmaceutical storage container (or in the case of ampoules, the box containing them) with the following information, in English (unless otherwise specified on the PO):

(1) the International Nonproprietary Name (INN) of the product;

(2) the pharmacopeia standard, e.g. USP; EP, BP, or BPC monograph, if applicable;

(3) the strength of the preparation, if applicable;

(4) the name and location of the manufacturer;

(5) the date (YYYY-MM-DD) the Goods were manufactured, if applicable;

(6) the Expiry Date, if applicable;

(7) any other marking specified in the PO.

If labels are used, these shall be affixed with adhesive suitable for conditions in the Cooperating Country(ies).

ARTICLE 4. INTERNATIONAL COMMERCIAL INCOTERMS 2010

The International Commercial Terms (INCOTERM 2010) is a universally recognized set of definitions of international trade terms. The preferred INCOTERM for all Subcontracts and shipments is FCA. However, other delivery INCOTERMS, such as CIP, DAP and DDP, may be used by Chemonics. The INCOTERM applicable to the Subcontract shall be indicated on the Subcontract.

ARTICLE 5. EXPORT AND TRANSPORTATION CLEARANCES

The Supplier's responsibility in connection with export and transportation clearances depend on the applicable INCOTERM/delivery terms, and shall be as specified in the Subcontract.

ARTICLE 6. DELIVERY AND DELIVERY COORDINATION

A. The applicable INCOTERM for delivery shall be indicated in the Subcontract.

B. The Supplier shall notify Chemonics of the intended availability of Goods at least ten (10) working days prior to the GAD (Goods Available Date). This notification should take place using Chemonics' Booking Form or via the supplier portal in the Logistics Management Information System (when implemented), unless alternate notification method is agreed in writing by the Parties.

C. The notice shall include the following:

(1) Shipment level information including but not limited to shipper/manufacturer addresses, booking contact, number/type of containers (sea), number/type trucks (Land) and kilos (air) that is to ship. Shipper shall also advise any special handling instructions. Shipment and corresponding booking requests may be split into multiple requests so that each booking does not to exceed the following: Air-3000kgs; Sea-10 containers; Truck-1 truck.

(2) PSM Order-line level information including but not limited to PSM Order/line references, item description, quantity, number/type of packages, package dimensions/weights and batch information (quantity by batch number and expiry date).

(3) Notice of availability (booking) shall also include the following as soft copy attachments:

(a) a Commercial Invoice referencing PSM Order/item numbers as defined previously;

(b) a Packing List with items, weights and dimensions per pallet as well as a Detailed Packing List listing aggregate quantities per item, weights and dimensions as well as shipping conditions applicable to the items (temperature control, i.e. frozen, 2-8C, 5-25C, ambient) and all batch numbers, i.e. carton 1 of 50, batch #2, qty 500. A Detailed Packing List template may be provided to the Supplier;

(c) For temperature control category group, i.e. frozen, frozen minus 20 Celsius, cold chain 2-8 Celsius, ambient 2-30 Celsius, the Supplier shall provide a separate set of commercial documents. The Supplier shall guarantee frozen minus 20 Celsius and cold chain shipments 2-8 Celsius for a minimum standard transit of five days for each shipment and shall provide temperature loggers for each and every order that is frozen minus 20 Celsius and cold chain 2-8 Celsius. Unless specifically requested, the Supplier shall not deliver Thursday through Sunday or during the destination country local holidays.

(d) if the Goods include pharmaceuticals, a Certificate of Analysis, or other certificate as required. The Certificate of Analysis shall be supplied in a form and content acceptable to Chemonics and signed by a qualified individual associated with the Supplier or a competent independent organization, confirming the compliance of each and every batch supplied with the Subcontract's specifications and regulatory authority's Standards

(e) such other information and documents as are specified by Chemonics (such as a Legalized Certificate of Origin or a Certificate of Pharmaceutical Product), and as Chemonics may reasonably request from time to time.

The Supplier acknowledges that a delay in provision of aforementioned documents may result in delayed pick up by Chemonics' nominated freight forwarder.

D. Upon receipt of a Notice of Availability following completion of any required Quality Assurance (QA) testing or verification—

(1) Where the Subcontract delivery term is FCA, within fifteen working days after receipt of notice and unless destination requires extended processing, Chemonics shall endeavor to arrange for the Goods to be collected or give instructions to the Supplier for transfer of the Goods to the nominated carrier. Notice of Availability must include all soft copy attachments needed to obtain necessary waivers for the destination. The Supplier will be bound by country specific timelines and documentation requirements as provided by GHSC-PSM. In some instances (e.g. lengthy sea shipments), Chemonics may secure necessary import duty and other waivers concurrently during outbound transit of Goods. The Supplier acknowledges that Chemonics will often be required to secure import duty waivers from the destination country prior to picking up Goods from the Supplier. In such instances, the Supplier agrees to hold Chemonics' orders up to the number of days as specified in the Subcontract. The Supplier agrees that where pre-inspection is required by a destination country and/or QA testing is required on the product, the Supplier will reasonably make the outbound Goods available for such inspections at the Supplier's site. The Supplier must provide proper guidance and access to pick up Goods.

(2) For all other Subcontract delivery terms, such as INCOTERM CIP, DAP or DDP, the Supplier shall not ship without final approval and instruction from Chemonics. Copies of the shipping documents must be provided in advance for Chemonics review and approval. If the Subcontract calls for pre-shipment QA testing and/or pre-shipment inspection by the destination country, the Supplier shall provide access to the products on their premises for

pre-shipment inspection and load supervision where required by destination country. Chemonics shall promptly arrange for such testing, and shall issue an Authorization to Deliver promptly upon receipt of the results thereof for all Goods that pass.

E. Upon receipt of an Authorization to Deliver, the Supplier shall immediately proceed to complete delivery of the Goods in accordance with the Subcontract delivery term. The Supplier shall provide real-time visibility of shipment to Chemonics, to include pick up date, departure date, arrival date, customs clearance date, and delivery date. All surface shipments shall be to designated INCOTERM location, and unless shipment is by air, shall utilize one or more exclusive use 20’ or 40’ ocean transport containers, unless otherwise approved.

F. Where the Supplier is required to arrange shipment, shipments by sea shall be on an FCL (Full Container Load) basis, and via an American flag carrier, unless otherwise approved. Prior to such shipment, or immediately upon availability, the Supplier shall send the following original documents by express courier, and PDF copies of those documents by e-mail, to the Chemonics Contact identified on the Subcontract:

(1) Air Waybill, or rated ocean Bill of Lading;

(2) Insurance Certificate (if required by the Subcontract delivery term);

(3) Packing List;

(4) Commercial Invoice;

(5) Any other document included with the Notice of Availability; and

(6) Other documents as Chemonics may reasonably request from time to time.

The Air Waybill (for air shipment) or the Bill of Lading (for ocean shipment) shall be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination). All air and ocean shipments managed by the Supplier must be insured. The Certificate of Insurance shall provide all risk marine cargo insurance on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses. The amount of coverage shall be 110% of the delivered price of the Goods, and shall be from the Supplier's facility in the country of manufacture to the final destination. Except as otherwise authorized by Chemonics, the policy shall name Chemonics as the additional insured, and any loss proceeds shall be payable in United States Dollars.

G. For a Subcontract for the supply of Pharmaceuticals where the Supplier is not the Manufacturer, the following documents may be needed in addition:

(1) Certificate of GMP (Good Manufacturing Practice) of Manufacturer of Pharmaceuticals Supplied.

(2) Certificate that Manufacturing Site of Pharmaceuticals supplied is approved by Stringent Regulatory Authority (if applicable).

H. The Supplier shall advise Chemonics of all information concerning the Goods that is pertinent to the transportation and in-country handling and storage (including, but not limited to, any hazardous material indications and any other special handling and storage requirements), and shall be solely responsible for the consequences of any failure to do so.

I. Chemonics shall secure any necessary licenses, approvals, permits, and other authorizations for the required customs clearance, needed for the importation of the Goods into the country of destination. The Supplier shall provide all reasonable assistance toward performance of Chemonics' responsibilities. The Supplier shall be solely responsible for all costs and risks

relating to payment of all duties, taxes, and other official charges assessed on exportation from the country of manufacture and shipment. Any import duties or other costs assessed by the government of the country of destination, as well as container demurrage/detention and comparable charges shall be payable by Chemonics, except for:

(1) container demurrage/detention and comparable charges levied in those instances in which the Supplier fails to comply with the shipping document delivery schedule or has otherwise caused the delays giving rise to such demurrage/detention or comparable charges; and

(2) the costs of duties, taxes, and similar official import charges on replacement Goods, when required due to the Goods originally supplied by the Supplier having been defective.

J. If delivery of the Goods is not completed by the required date, or if performance of any Services pursuant to the Subcontract is not completed by the due date (if any) specified, due to any default or delay of the Supplier (including without limitation any default by the Suppliers, sub-vendors or offerors), Chemonics shall be entitled to deduct from payment(s) otherwise due to the Supplier (in addition to liquidated damages, provided for below) any additional costs of sampling, testing, and inspection caused by such default or delay. Should such default or delay cause an inspection or testing firm to undertake additional inspections or tests, Chemonics shall be entitled, in addition and without prejudice to any other remedies available under or in connection with the Subcontract to deduct the related costs, along with any additional sampling agent charges from any further payment(s) to the Supplier, or if such payment(s) remain available, to demand and receive a refund from the Supplier.

K. Liquidated Damages: the Supplier acknowledges the urgent need for the Goods, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of foregoing, if the Supplier fails to make the Goods available per the agreed upon GAD date or a Notice of Availability is not duly issued for the entire quantity Goods in a timely manner, in strict compliance with all specifications and other subcontract requirements, by the date(s) specified in this Subcontract Chemonics may, without prejudice and in addition to any other remedies under the Subcontract (or otherwise available at law or in equity), deduct from any payment(s) due or to become due to the Supplier, under or in connection with this or any other agreement as liquidated damages of 1% of the Subcontract value per week past the first week late, up to a maximum of 10% of the Subcontract value. The Parties agree that this sum represents a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that this amount has been specifically negotiated and mutually agreed upon. Once the maximum deduction has been reached, Chemonics may, in addition and without prejudice to any other termination right set forth in the Subcontract, unilaterally terminate this Subcontract for default. In the event of timely and compliant delivery of partial quantities, Chemonics may reduce the periodic or total deduction to the extent it deems appropriate, in its reasonable discretion. Notwithstanding the imposition of liquidated damages in accordance with this paragraph, Supplier shall proceed with delivery and performance of its obligations pursuant to the Subcontract unless otherwise instructed or approved by Chemonics.

ARTICLE 7. QUALITY ASSURANCE TESTING, INSPECTION AND ACCEPTANCE

A. The Supplier shall coordinate with a third-party QA contractor, either the USAID identified and funded GHSC-QA contractor (“GHSC-QA”) or a third-party identified by Chemonics (“GHSC-PSM QA”), during implementation of this Subcontract and shall implement QA testing, Goods inspection and acceptance within the terms and conditions herein and as specified in the Subcontract.

B. The Supplier shall only deliver and tender for acceptance those Goods that strictly conform to the requirements specified in the Subcontract. Chemonics, GHSC-QA, and/or GHSC-PSM QA shall have the right to sample, inspect, and test the Goods at the time(s) and location(s) indicated in this Subcontract, or at any other time at the request of Chemonics, GHSC-QA, and/or GHSC-PSM QA.

C. If any Goods inspection or test is made by or on behalf of Chemonics, GHSC-QA, and/or the GHSC-PSM QA on the premises of the Supplier, the Supplier shall provide all reasonable facilities for such sampling, inspection and testing of Goods at no cost to Chemonics, GHSC-QA, and/or GHSC-PSM QA or their inspectors in the performance of their duties to complete sampling.

D. Chemonics in collaboration with GHSC-QA and/or GHSC-PSM QA will use its best efforts to complete sampling, testing and inspection of Goods as promptly as possible after the Goods are made available.

E. Chemonics, GHSC-QA, and/or GHSC-PSM QA will notify the Supplier in writing of the names of any inspectors or inspection firms. It is understood that inspection or testing shall not in any way release the Supplier from any warranty or other obligations under this Subcontract.

F. The Supplier shall provide Chemonics, GHSC-QA, and/or GHSC-PSM QA all information and documentation reasonably requested and shall render any other assistance reasonably requested, to enable Chemonics, GHSC-QA, and/or GHSC-PSM QA to:

   (1) Obtain from any regulatory authority authorization to import or waiver.

   (2) Comply with any of its legal, regulatory and/or contractual obligations or any request by any regulatory authority; and

   (3) Determine whether the Services have been performed in accordance with this Subcontract.

G. The Supplier shall notify Chemonics, GHSC-QA, and/or GHSC-PSM QA of any significant changes that may affect significantly the aspects of quality, safety and efficacy and regulatory status of the eligible product, including changes of the manufacturing and testing facilities or compliance with current Good manufacturing practices. The Supplier shall coordinate significant changes with Chemonics, GHSC-QA, and/or GHSC-PSM QA and provide information and documentation reasonably requested to document regulatory approvals when appropriate.

H. Once commodities have been delivered to the delivery point by the Supplier, Chemonics and/or its designated agent shall inspect the commodities to confirm compliance with the Subcontract requirements, including source compliance. Copies of any international shipping documents for all commodities will be required to verify the source of the commodities. If the commodities are compliant with the Subcontract requirements, an inspection certificate will be issued by Chemonics. In the event that the commodities are not fully compliant, the Supplier shall be required to remedy any defects or faults prior to acceptance by Chemonics.

I. Chemonics, GHSC-QA, and/or GHSC-PSM QA may conduct site audits on a routine basis to ensure compliance with international standards when deemed necessary but will provide the Supplier with notice. Additionally, any systematic or isolated non-conformance or compliance gap that may directly or indirectly affect patient safety, product quality, purity, efficacy, integrity, or where there is a data integrity, validity of data and/or an ethical violation shall be considered a significant finding under this Subcontract. In the event that the Supplier, Chemonics, GHSC-QA, and/or GHSC-PSM QA become aware of any issue that could meet the definition of “significant” and substantially affect data integrity, patient safety and/or product quality for commodities supplied under this Subcontract, Chemonics, GHSC-QA,

and/or GHSC-PSM QA, shall be entitled to perform audits. In the event that the Supplier becomes aware of any incident that may directly or indirectly affect patient safety, product quality, purity, efficacy, integrity, or where there is a data integrity, validity of data and/or an ethical violation, related to a commodity supplied hereunder, the incident will be reported to Chemonics, GHSC-QA, and/or GHSC-PSM QA. The Supplier shall complete an investigation and issue a written report, approved by the designated quality personnel of the Supplier, within twenty (20) business days after the Supplier has been informed or becomes aware of the incident. Chemonics, GHSC-QA, and/or GHSC-PSM QA may work together with the Supplier to resolve concerns related to commodities supplied hereunder. Chemonics, GHSC-QA, and/or GHSC-PSM QA reserve the right to review the investigation report related to commodities supplied hereunder.

J. The Supplier shall notify Chemonics, GHSC-QA, and/or GHSC-PSM QA in the event of a Regulatory Authority inspection (e.g., US Food and Drug Administration, European Medicines Agency or any local equivalent thereof) at the manufacturing sites for the products within seventy-two (72) hours of confirmation of the inspection dates. The Supplier shall keep Chemonics, GHSC-QA, and/or GHSC-PSM QA apprised of the outcome of any inspection and shall provide a copy of any written report or comments, whether written or oral, issued by the Regulatory Authority in connection with, or as a result of, the Regulatory Authority inspection within five (5) days of the Supplier's receipt. In all circumstances where a warning letter is issued by the Regulatory Authority, Supplier shall provide a copy within forty-eight (48) hours of such letter to Chemonics, GHSC-QA, and/or GHSC-PSM QA, and Chemonics, GHSC-QA, and/or GHSC-PSM QA shall have the right to request to review any responses, whether written or oral, provided by the Supplier to the Regulatory Authority in response to inspection results if such responses concern the commodities supplied hereunder.

K. Chemonics may, at its sole discretion

(1) require the Supplier to repair or replace any nonconforming Goods, or re-perform of any nonconforming Services, at no increase in the Price, and with all additional costs, including those arising from the handling and disposition of the non-conforming Goods and the sampling, inspection and testing of replacement Goods, the responsibility of the Supplier; and/or

(2) exercise any other rights and remedies available to it under the Subcontract, or under applicable law and regulation, including, but not limited to, termination of the Subcontract, call of performance security, and/or assessment of excess re-procurement and other resulting costs. Chemonics will use its best efforts to exercise the foregoing rights within a reasonable time after a non-conformity is discovered and, to the maximum extent practicable, before any substantial change occurs in the condition of the non-conforming Goods, unless such change is due to their non-conformity.

L. Without prejudice to the foregoing, FAR 52.246-2, INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996), and FAR 52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984), shall apply to the Subcontract. Pursuant to these provisions— If/when deemed necessary and appropriate, Chemonics GHSC-QA, and/or GHSC-PSM QA may, by written notice to Supplier, require pre-delivery sampling, inspection and testing of the Goods including, without limitation, physical inspections of the production, warehousing and other facilities involved, the product packaging and labeling; inspection and review of manufacturing records, Certificates of Analysis, analytical reports and documentation; and product sampling and testing by an independent testing facility. In such cases, the Supplier will cooperate fully with Chemonics, GHSC-QA, and/or GHSC-PSM QA, the Sampling Agent and the testing facility and take such steps and supply such information as may be needed in order to ensure timely

and effective QA. Only Goods that have successfully passed testing may be deemed to be ready for delivery. Chemonics, GHSC-QA, and/or GHSC-PSM QA may also direct post-delivery sampling, testing, and/or inspection of the Goods at any point in the chain of supply and distribution when it deems such action to be in the best interests of the Government. The Supplier will fully cooperate with such measures as well. Prompt removal and replacement or correction (as applicable), for purposes of FAR 52.246-2 (g) and (h) shall be deemed, unless otherwise subsequently agreed by Chemonics, to mean ten (10) business days after receiving notification of rejection of Goods or Services.

M. If delivery of the Goods (or, with respect to INCOTERMS 2010, issues of a Notice of Availability), is not completed by the required date, or if performance of any Services pursuant to the Subcontract is not completed by the due date (if any) specified, due to any default or delay of the Supplier (including without limitation any default by the Suppliers, sub-vendors or suppliers), Chemonics shall be entitled to deduct from payment(s) otherwise due to the Supplier any additional costs of sampling, testing, and inspection caused by such default or delay. Should such default or delay cause an inspection or testing firm to undertake additional inspections or tests, Chemonics shall be entitled, in addition and without prejudice to any other remedies available under or in connection with the Subcontract to deduct the related costs, along with any additional Sampling Agent charges from any further payment(s) to the Supplier, or, if such payment(s) remain available, to demand or receive a refund from the Supplier.

ARTICLE 8. TITLE AND RISK OF LOSS OR DAMAGE

A. The Supplier shall ensure that the title to Goods delivered and supplied hereunder shall pass directly to USAID upon acceptance pursuant to Article labeled "Quality Assurance, Testing, Inspection and Acceptance" above.

B. Notwithstanding completion of delivery, the Supplier shall bear all risk of loss or damage to the Goods prior to acceptance, except to the extent that any loss or damage is due to Chemonics' fault, or occurs after delivery and not due to fault on the Supplier's part.

ARTICLE 9. PAYMENT AND PAYMENT TERMS

A. Chemonics will pay the total Subcontract price as a lump sum, or in installments for agreed upon shipments, after the Supplier's delivery of the corresponding Goods and/or Related Services and Chemonics' designated agent's acceptance thereof, or as otherwise provided in the Subcontract, according to the delivery schedule agreed by the Parties. Chemonics will pay the Supplier's invoice within forty-five (45) net days of receipt of a complete invoice and receipt of the corresponding evidence of delivery per the INCOTERM. The Supplier's submission must be in compliance with the Article labeled "Invoice Requirements" below.

B. Payments for approved invoices will be made by check or via Electronic Funds Transfer (EFT) for US bank/financial institution accounts or Wire Transfer for non-US bank accounts. Payment will be sent to the Supplier's designated recipient account name, account number, and bank or financial institution as identified in the Subcontract and in the payment account forms required herein to establish a payment account with Chemonics International. Incomplete or incorrect payment account forms to establish a new account or update an existing account will delay payment. All costs and risks arising out of, relating to, or resulting from EFT or Wire Transfer shall be borne by the Supplier. The following account forms are required to establish or update a payment account:

   (1) All US based Suppliers are required to complete the Chemonics Electronic Funds Transfer Form and W9 Tax form to set up a payment account with Chemonics.

(2) The Supplier with international banks are required to complete the Chemonics International Wire Transfer form (See Attachment 2 International Wire Transfer Form), including the Domestic (US) Intermediary Bank section. Selecting a US intermediary bank facilitates an efficient transfer of funds and is the responsibility of the Supplier to provide.

C. Payments will not be issued to third parties unless specifically authorized. Payments will only be issued to the account set up through the forms referenced above. Should the Supplier desire to change the account for payment, the Supplier shall submit a request to change the payment account on official letterhead signed by an authorized representative along with updated EFT or Wire Transfer Forms. Payments will be processed to the original authorized account until Chemonics confirms that the new account information has been approved and activated.

D. All invoices, and documentation, will be submitted electronically to Chemonics International Inc./GHSC-PSM at PSMinvoices@ghsc-psm.org.

ARTICLE 10. INVOICE REQUIREMENTS

A. Invoices shall only be submitted to Chemonics for Goods/Services that have been delivered in accordance with the terms stipulated in this Subcontract and accepted by Chemonics or its agent. The official invoice must be submitted electronically as indicated in the Article labeled "Payment and Payment Term" above.

B. By submitting an invoice, the Supplier certifies that

(1) the invoice has been prepared in accordance with the terms herein and any corresponding Subcontract, and the sum claimed is proper and due and has not been claimed or paid in advance or before for the Goods/Services delivered,

(2) the quantities and prices specified are consistent with the Subcontract,

(3) any necessary approvals as may be needed dependent on the delivery terms of the Subcontract have been obtained, and

(4) appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of any portion of the invoice pursuant to the terms of the Subcontract.

C. To constitute a proper invoice, the invoice must include the following information and/or include attached documentation:

(1) Authorized entity legal name, Subcontract number, invoice date, and invoice number, product name/description of each type of Goods and Related Services included in the invoice, unit price, quantity, extended line item price and total price, Country of Origin (if applicable), final destination, consignee, payment terms, INCOTERMS and INCOCITY (if applicable), mode of transportation (if applicable), and packing list.

(2) Packing lists will include the Subcontract number, exporter name/supplier name, country of origin/port, destination, consignee, quantity (gross and net weight), description of Goods (batches, pallets, shippers, cartons, packages as applicable).

(3) Bank account information corresponding to the approved payment account established by the Subcontract or authorized Electronic Funds Transfer Authorization Form or International Wire Transfer Form.

(4) Such other documentation as may be requested by Chemonics in relation to the Goods and/or Related Services.

(5) Documentation confirming delivery and receipt per the identified Subcontract delivery INCOTERM:

Documents	INCOTERMS		Information Attributes
	EXW/FCA	CIP/CPT/DDP	
Air Freight Shipping/Delivery Doc: Airway Bill (AWB)	X (Prepared for Chemonics)	X (Provided by Supplier)	Dimensions or Volume and Gross Weight, Airport Departure, Airport Destination, Shipper's Name, Consignee, Carrier Charges
Ocean Shipping/Delivery Doc: (BOL)			Dimensions or Volume and Gross Weight, Seaport Departure, Seaport Destination, Shipper's Name, Consignee, Carrier Charges
Delivery to Freight Forwarders Certificate of Receipt (Note: for International Trucking only the Freight Forwarders Certificate of Receipt is provided)	X (Supplier collects from Designated Freight Forwarder and Provides)	X (Provided by Supplier)	Volume and Gross/Net Weight, Consignee, Shipper's Name, Invoice #, PO #, Description of Goods, Packaging Details, destination
End Recipient Goods Receipt Notice or Proof of Delivery Receipt	N/A	X (Provided by Supplier)	Volume and Gross/Net Weight, Consignee, Shipper's Name, Invoice #, PO #, Description of Goods, Packaging Details, destination

D. Invoices determined to be proper will be paid by Chemonics in accordance with the Article labeled "Payment and Payment Term" above and the terms of the Subcontract. Invoices determined not to be proper due to the existence of deficiencies will be rejected and the Supplier promptly notified, generally within ten (10) business days of submission, with deficiencies noted for correction. In the event that an invoice is submitted, which is partially proper, Chemonics may, in its sole discretion, either reject the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper."

ARTICLE 11. COOPERATING COUNTRY FEES, TAXES, AND DUTIES

This Subcontract is entered into by Chemonics on behalf of the GHSC-PSM Project, an official project of the Government of the United States in Cooperating Country(ies). As such, the Subcontract is free and exempt from any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in the Cooperating Country(ies). The Supplier shall not pay any host country taxes, VAT, tariffs, duties, levies, etc. from which this USAID program is exempt. In the event that any exempt charges are paid by the Supplier, they will not be reimbursed to the Supplier by Chemonics unless approved in advance in writing by Chemonics. The Supplier shall immediately notify

Chemonics if any such taxes are assessed against the Supplier or its subcontractors/suppliers at any tier.

The Supplier is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Supplier and who are directed to work as required under this Subcontract. The Supplier is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which the Supplier is normally responsible as a result of operating its business.

ARTICLE 12. COOPERATING COUNTRY TAXES AND DUTIES

This subcontract is entered into by Chemonics on behalf of the GHSC-PSM Project, an official program of the Government of the United States.

The agreement under which this subcontract is financed is not exempt from the payment of taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, this subcontract pricing includes all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 13. COOPERATING COUNTRY TAXES AND DUTIES

This subcontract is entered into by Chemonics on behalf of the GHSC-PSM Project, an official program of the Government of the United States.

In accordance with the agreement under which this subcontract is financed, Chemonics will be reimbursed by the Cooperating Country government for taxes imposed on suppliers and subcontractors. Therefore, this subcontract pricing includes all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country. The Supplier shall provide to Chemonics the documentation necessary to obtain tax reimbursement.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 14. SET-OFF CLAUSE

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

ARTICLE 15. WARRANTIES

A. All Goods delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty in favor of Chemonics and the counterpart identified in this Subcontract. At the time that any Goods supplied under this Subcontract is (are) transferred to

the counterpart identified in the Subcontract, or another entity within the Cooperating Country(ies), all rights to warranty support and service provided to Chemonics under this Subcontract shall be transferred with the commodity(ies) to the entity's end-user. The Supplier shall continue to honor all warranty support and services for the duration of the warranty period.

B. In addition to paragraph A above, the Supplier warrants that the Goods and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in the Subcontract (or, if no such purpose is specifically described, for the purposes for which the Goods or Services, as applicable, are ordinarily used).

C. The Supplier also hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable:

(1) conform to the Subcontract requirements (including without limitation the description in the Subcontract and the Specifications), as well as, if one or more specific Cooperating Countries is mentioned in the solicitation or the Subcontract, the requirements of that Cooperating Country and any other applicable regulatory agencies' requirements, and are free of defects in design;

(2) are free of latent defects (as used herein, defects that meet the following criteria:

(a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and

(b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods);

(3) will, to the extent found to be in breach of any warranty specified in the Subcontract, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Goods and Services, extending for the longer of

(a) the remainder of the original warranty period, or

(b) a new warranty period;

(4) ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Chemonics-approved technical equivalent; and

(5) are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to Chemonics and the Government pursuant to the Subcontract, will be adequate to ensure that they may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

D. The period of all warranties set forth in this Article or in any other provision of the Subcontract shall be as stipulated on this Subcontract.

E. If any Goods or Services supplied hereunder are defective or otherwise do not meet the warranties specified herein or otherwise applicable at any time during the warranty period, Chemonics may, at its option:

(1) reject the affected item(s) and require a full refund or credit;

(2) reject the affected item(s) and require prompt correction or replacement (freight prepaid) at the Supplier's sole expense;

(3) retain it/them at an equitably adjusted price; or

(4) require the Supplier to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from the Supplier so that Chemonics or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in the Supplier's possession and while in transit during return to the Supplier and reshipment to or as directed by Chemonics, all risks and costs of loss, destruction or damage shall be for the Supplier's account.

F. Chemonics shall submit warranty claims to the Supplier within a reasonable time after discovery of any breach, indicating the nature and date of the claim.

G. The Supplier shall promptly correct any problem reported by the Government and/or Chemonics by making necessary changes in the Goods or their manufacturing processes so that further Goods to be delivered to the Government and/or Chemonics shall be as warranted herein. If the Supplier becomes aware of any non-conformance to any warranty relating to the Delivered Goods, the Supplier shall promptly notify Chemonics thereof in writing.

H. Chemonics shall have the right, at any time and from time to time, to stop further deliveries of Goods from the Supplier that do not conform to the warranties and other requirements of the Subcontract, and in such event Chemonics shall advise the Supplier of Chemonics' best identification and assessment of the problems. Further deliveries of Goods shall not be made to Chemonics until and unless the Supplier has corrected the specified areas of nonconformance in the Goods, or Chemonics authorizes in writing the shipment of such Goods pending the Supplier's correction. Chemonics' actions pursuant to this paragraph shall not be deemed to constitute a change order, and the Supplier shall not be entitled to any compensation due to the delays (if any) associated with or resulting from these actions.

ARTICLE 16. ANNOUNCEMENTS, RECALLS AND COUNTERFEITING NOTICES

A. The Supplier shall promptly provide Chemonics with any bulletins, safety notices and recall notices etc. issued by the Supplier (or, if the Supplier is not the manufacturer, by the Manufacturer) either directly or via the Manufacturer's local agent, if any.

B. The Supplier shall promptly provide Chemonics with written notice (including all pertinent particulars) regarding instances that may come to its attention by whatever means of possible counterfeiting, piracy, or unauthorized sales by third parties of diluted, adulterated, impure, misbranded, mislabeled, unsafe, ineffective, inefficacious, or otherwise non-standard items of the same type and brand as the Goods supplied in the Cooperating Country(ies).

C. Notwithstanding any other provision in the Subcontract or any other agreement between the Parties, Chemonics may disclose this information to appropriate authorities of the U.S. Government or the Cooperating Country governments, as well as others, as deemed necessary in Chemonics' sole discretion to perform the USAID Contract, comply with its obligations under applicable law, or otherwise. The obligations under this Article shall continue to apply until the end of the warranty period of all Goods furnished by the Supplier pursuant to the Subcontract.

D. The Supplier will provide Chemonics or its QA designee access, upon request, to information, and any documentation related to product quality complaints, investigations conducted by the manufacturer, or any medical adverse event reports, and/or trends that are directly related to the supplied product.

ARTICLE 17. SUPPLIERS WHO ARE NOT THE MANUFACTURERS OF THE GOODS

The Suppliers who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Subcontract themselves. In addition, they shall also be responsible for

requiring the actual Manufacturers to comply to the extent specified in the Subcontract or otherwise as necessary to ensure the Suppliers' own compliance.

ARTICLE 18. GOVERNING LANGUAGE

The Subcontract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of this Subcontract.

ARTICLE 19. AUTHORIZED USAID GEOGRAPHIC CODE

The authorized USAID geographic code for this Subcontract is USAID Geographic Code 935, unless otherwise specified in writing by Chemonics, in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: https://www.gpo.gov/fdsys/pkg/CFR-2015-title22-vol1/pdf/CFR-2015-title22-vol1-part228.pdf.

No commodities or related services may be supplied under this Subcontract that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, and 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).

ARTICLE 20. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)

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

B. Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. It is the Supplier'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.

C. The Supplier shall insert this Article, including this paragraph C, in all subcontracts and sub awards issued under the Subcontract.

ARTICLE 21. COMPLIANCE WITH U.S. EXPORT LAWS

The Supplier 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, the Supplier 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. The Supplier agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. The Supplier 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 the Supplier's non-compliance with this provision.

ARTICLE 22. COMPLIANCE WITH ANTI-CORRUPTION REGULATIONS

The Supplier 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, the Supplier understands and agrees that it shall be unlawful for the Supplier and/or any officer, director, employee or agent of the Supplier 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:

(1) *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

(2) *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 the Subcontract "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government(or if the Subcontract is to be performed outside the United States that 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.

ARTICLE 23. PRIVITY OF CONTRACT AND COMMUNICATIONS WITH OTHER THIRD PARTIES

A. The Supplier shall not communicate with Chemonics' client in connection with the Subcontract, except as expressly permitted, in writing, by Chemonics. Any Supplier news release, public announcement, advertisement or publicity concerning the Subcontract or the USAID Contract will be subject to prior written approval of Chemonics. The Supplier shall not disclose any information relating to the Subcontract to any person not authorized by Chemonics or the Government to receive it.

   All approvals required from USAID shall be obtained through Chemonics.

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

(1) matters the Supplier is required by law to communicate to the U.S. Government;

(2) any ethics or anti-corruption matter;

(3) any matter for which the Subcontract, including a FAR or AIDAR clause that is included in the Subcontract, provides for direct communication by the Supplier to the U.S. Government; or

(4) if the Supplier is a U.S. small business concern, any material matter pertaining to payment or utilization.

B. The Supplier (or any entity it subcontracts with) shall not use the USAID, PEPFAR, or President's Malaria Initiative logo or the GHSC-PSM Project name in any public communications, including but not limited to press releases or corporate marketing materials, without express written consent from the GHSC-PSM Knowledge Management and Communications Manager, or his/her designee. Any authorized use of the USAID logo or GHSC-PSM project name must be in accordance with the approved GHSC-PSM Branding and Marking Plan.

ARTICLE 24. SUPPLIER EMPLOYEE WHISTLEBLOWER RIGHTS

The Supplier and the Supplier's employees working on the 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.

As required by the regulations, the Supplier 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 contracting is authorized in the Subcontract, the Supplier shall insert the substance of this clause in all contracts over the simplified acquisition threshold.

ARTICLE 25. GRATUITIES AND ANTI-KICKBACK

A. The Supplier 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 the Subcontract, the Supplier 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.

C. When the Supplier has reasonable grounds to believe that a violation described in paragraph B of this provision may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to Chemonics, who shall forward the report to the USAID Inspector General for investigation, as required.

D. The Supplier agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph B of this Article.

E. Chemonics may offset the amount of the kickback against any monies owed by Chemonics under the fixed price Subcontract or order the monies withheld from future payments due the Supplier.

F. The Supplier agrees to include the substance of this Article in any contract it may issue under the Subcontract.

ARTICLE 26. TERRORIST FINANCING PROHIBITIONE

The Supplier (including its employees, consultants and agents) by entering into the Subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Supplier 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 Supplier 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 sub awards issued under the Subcontract.

ARTICLE 27. PROTECTING CHEMONICS' INTERESTS WHEN THE SUPPLIER 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 the Subcontract, it is further understood and agreed that Chemonics shall be at liberty to terminate the Subcontract immediately at any time following any of the following conditions:

A. the Supplier 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 Supplier is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or

C. the Supplier 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 Supplier shall have no right to receive any further payments. This applies to the Supplier and the Supplier's suppliers as well.

ARTICLE 28. BUSINESS ETHICS AND COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

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

   (1) The Supplier 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 Supplier shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with the Subcontract, if applicable, the Supplier has credible evidence that a principal, employee, agent, or subcontractor of the Supplier has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this Subcontract.

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

B. The Supplier 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 Supplier shall also comply with the applicable USAID regulations governing this Subcontract, which are incorporated by reference into this Subcontract.

C. 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.

ARTICLE 29. INDEMNITY

A. The Supplier shall fully indemnify, hold harmless and defend Chemonics and its directors, officers, employees, agents (as well as the Government), stockholders and Affiliates (collectively, Indemnified Parties) from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from acts, errors or omissions of the Supplier in performance of this Subcontract.

B. The Supplier shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the Supplier has notice or is given prompt written notice of such claim or suit and, further, that the Supplier shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. The Supplier shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of the Subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until the Supplier has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

C. If any of the Goods or Services provided by the Supplier hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, the Supplier shall, at its own expense, use its best efforts—

(1) to procure for Chemonics the right to continue use and, if authorized under this Subcontract, distribution of the infringing Goods or Services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

D. If none of the above-mentioned can be successfully implemented, then the Supplier shall refund to Chemonics all monies paid to the Supplier for the infringing Goods and Services.

ARTICLE 30. INTELLECTUAL PROPERTY RIGHTS

A. The Supplier 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 therefore, the Supplier 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. The Supplier'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 Subcontract, the Supplier 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 Subcontract 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 Subcontract.

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

ARTICLE 31. MODIFICATIONS

Modifications to the terms and conditions of this Subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties to the Subcontract. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

ARTICLE 32. OPTION FOR INCREASED QUANTITY

Unless this is an Indefinite Delivery/Indefinite Quantity type of subcontract, Chemonics may increase the Goods and/or Related Services called for by the quantity and at the unit price(s) specified. Chemonics may exercise this additional option by providing written notice to the Supplier within the period of performance stipulated in the Subcontract. Delivery of the additional Goods or performance of the additional Related Services, as applicable, shall be subject to the terms and conditions of the Subcontract, except as the Parties may otherwise agree in writing.

ARTICLE 33. ASSIGNMENT AND DELEGATION

This Subcontract may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics. Absent such written consent, any assignment is void. Chemonics reserves the unilateral right to assign the Subcontract and any or all rights, obligations and claims under a Subcontract or relating to a Subcontract, to USAID or to an alternate procurement services contractor if so designated by USAID, at any time or from time to time during the Period of Performance, without the Supplier's consent but with written notice to the Supplier.

ARTICLE 34. DISPUTES

A. *Disputes Based on Client Actions*.

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

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

B. *Other Disputes.* The Parties agree to make every reasonable effort to resolve amicable through mutual agreement any dispute that may arise between them pursuant to this Subcontract. If such efforts are unsuccessful in resolving the disputes, all disputes not covered under paragraph A above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Subcontract. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable District of Columbia statute of limitation for such claim. 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.

C. *Duty to Continue to Perform.* Notwithstanding any such dispute, the Supplier shall proceed diligently with performance under this Subcontract in accordance with Chemonics' directions.

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

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

ARTICLE 35. FORCE MAJEURE

"Force Majeure" as used herein means: acts of God, natural disasters, invasion or war (whether declared or not) and other hostilities, revolution, rebellion, labor disputes, insurrection or riot, confrontation or other disorder, ionizing radiation or confrontation by regular activity from any unclear or waste, radio-active, biological, chemical or toxic explosives or other hazardous properties of any explosives, biological or chemical agents, nuclear assembly or nuclear components thereof, or other act, event or circumstance of a similar nature or force, arising from circumstances beyond the control of the Supplier or which the Supplier could not reasonably be expected to have taken into account and which or the consequences of which the Supplier could not reasonably be expected to have avoided or overcome.

The Supplier shall not be liable for any excess costs if the failure to perform the Subcontract arises out of a Force Majeure cause and if the Supplier, within twenty (20) days from the beginning of any such Force Majeure, notifies Chemonics of such prevention of performance and the cause thereof. If the failure to perform is caused by the fault of a Supplier's supplier and if such default arises out of causes beyond the control of both the Supplier and the Supplier's supplier and without the fault or negligence of either of them (Force Majeure), and the Supplier, within twenty (20) days from the beginning of any such Force Majeure, notifies Chemonics in writing of such prevention of performance and the cause thereof, the Supplier shall not be liable for any excess costs due to

the failure to perform, unless the supplies or services to be furnished by the Supplier were obtainable from other sources in sufficient time to permit the Supplier to meet the required delivery schedule.

ARTICLE 36. TERMINATION

A. Chemonics reserves the right to terminate the Subcontract in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its contractors and lower-tier suppliers (including the Manufacturer, if different from the Supplier) to cease work. Subject to the terms of this Subcontract and to reimbursement of Chemonics by the Government, the Supplier shall be paid a percentage of the total Subcontract Price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to Chemonics' satisfaction using its standard record keeping system, have resulted from the termination. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

B. Chemonics may also terminate the Subcontract at any time in whole, or from time to time in part, for cause in the event of default by the Supplier (including, but not limited to, any default by the Supplier's subcontractors, the suppliers, or by the manufacturer), or if the Supplier fails to comply with any Subcontract term or condition, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any Goods or Related Services not already delivered, and shall have any and all of the other rights and remedies against the Supplier provided by the Subcontract or by applicable law and regulation.

C. If it is determined that Chemonics improperly terminated the Subcontract for default, such termination shall be deemed a termination for convenience. If the termination for default is not improper, in addition to the other rights and remedies provided by the Subcontract or by applicable law and regulation, Chemonics may purchase elsewhere Goods similar to those not yet delivered, and the Supplier shall pay Chemonics any costs that it incurs over the Subcontract Price (or relevant part thereof). For purposes of this Subcontract, “default by the Supplier” shall include defaults by the Manufacturer (if different from the Supplier) as well.

D. If performance of the USAID GHSC-PSM prime contract is suspended for any reason, Chemonics may, by written notice, instruct the Supplier to immediately suspend all or any part of its performance. The period of suspension shall extend for up to ninety (90) days from the date of the Supplier's receipt of the notice, and may be extended if, and to the extent that, the suspension of the USAID contract is extended. Before the end of the period, Chemonics will either cancel the suspension or terminate the Subcontract pursuant to paragraph A or B above. If the suspension is cancelled before it expires, or the suspension period expires without renewal, the Supplier shall resume its performance. No additional compensation will be due to the Supplier due to the suspension; however, if necessary, the Supplier may propose an appropriate adjustment in the performance schedule. In the event of termination, the procedures in paragraph A or B, as applicable, will be followed.

E. Termination of the Subcontract shall not affect the existing rights and licenses granted to Chemonics or the Government, which shall survive such termination.

F. In the event that the Supplier (or the Manufacturer, if the Supplier is not also the manufacturer) shall cease conducting that portion of its business which produces, distributes or supports the Goods described herein, Chemonics shall have, in order to fulfill its obligations to the Government, such rights to technical data, computer software and any other Supplier-provided information, documentation and materials used in connection with the Goods as are necessary

for the continued performance of the USAID Contract. The Supplier shall assist Chemonics and the Government in every reasonable manner in arranging for the orderly transfer, under such provisions stated herein, of all activities to Chemonics or to the designees of either of the foregoing.

G. Notwithstanding termination or suspension in accordance with this Article, the Supplier shall, unless otherwise specifically instructed in writing by Chemonics, continue performance of any not terminated or not suspended portion of the Subcontract.

ARTICLE 51. REPORTING ON SUPPLIER DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

H. Public Availability of Information. Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of Subcontracts to the Federal Funding Accountability and Transparency Act Sub award Reporting System (FSRS). This information will be made publicly available at http://www.USASpending.gov.

I. The Supplier's Responsibility to Report Identifying Data. **Within seven (7) days of an award with a value of $30,000 or greater unless exempted, the Supplier shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in herein.** If the Supplier maintains a record in the System for Award Management (www.SAM.gov), the Supplier shall keep current such registration, including reporting of executive compensation data, as applicable, and the data is not required to be submitted in the above referenced certification. If reporting of executive compensation is applicable and the Supplier does not maintain a record in the System for Award Management, the Supplier shall complete the "FSRS Reporting Questionnaire and Certification" included herein within seven (7) days of each anniversary of the Subcontract award date.

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

ARTICLE 37. SURVIVAL

In addition to the rights and obligations which survive as expressly provided for elsewhere in the Subcontract, the other provisions which by their nature should survive shall survive and continue after any termination or expiration of this Subcontract until fulfilled.

ARTICLE 38. NON-WAIVER

Chemonics' failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Subcontract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

ARTICLE 39. SEVERABILITY

If any provision of this Subcontract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Subcontract had been executed with the affected provision eliminated.

ARTICLE 40. LIMITATION OF DAMAGES

If a claim for damages or a right to any other form of relief, based on subcontract, indemnity, negligence or otherwise should arise in connection with this Subcontract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

ARTICLE 41. CLAUSES INCORPORATED BY REFERENCE

This Subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at http://www.arnet.gov/far/ and http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf. Modifications which apply to the Subcontract appear after each clause. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses. The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

To the maximum extent practicable, the Supplier shall incorporate, and require its Suppliers at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract. The Supplier shall insert the following clauses in subcontracts for commercial items under this Subcontract:

A. **Provisions of the Federal Acquisition Regulation (FAR) Incorporated by Reference**

The FAR clauses referenced below and cited elsewhere in this Subcontract are incorporated herein by reference, with the same force and effect as if they were given in full text, and may be applicable, including any notes following the clause citation, to this Subcontract.

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

As used in the 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 Supplier, with whom Chemonics is contracting, acting as the immediate supplier to Chemonics.

(5) "Prime Contract" means the contract between Chemonics and the U.S. Government.

(6) "Subcontract" means any contract placed by the Supplier or lower-tier suppliers under this Subcontract.

(7) Where the clause refers expressly to the first-tier subcontract, definitions 2, 3, 4, and 6 do not apply.

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

The Supplier 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 Contractor 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 Subcontract, an equitable adjustment shall be negotiated.

Clause Number	Title	Date	Notes and Applicability
52.202-1	DEFINITIONS	NOV 2013	All subcontracts regardless of value
52.203-2	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	APR 1985	Fixed price subcontracts over $150,000.
52.203-3	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
52.203-6	RESTRICTIONS ON SUBCONTRACTORS SALES TO THE GOVERNMENT (ALT I)	SEP 2006	Fixed price subcontracts over $150,000.
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	Applies to all Subcontracts greater than $150,000, except paragraph (c)(1).
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than $150,000 (Note 2 applies)
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than $150,000 (Note 2 applies)
52.203-13	CONTRACTOR CODE OF ETHICS AND CONDUCT	APR 2010	All subcontracts that have a value in excess of $5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than $150,000
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013	All Subcontracts equal to or greater than $30,000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013	Applies to first-tier subcontract only.

52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
52.209-5	CERTIFICATE REGARDING RESPONSIBILITY MATTERS	OCT 2015	All Subcontracts > $150,000. (Notes 2, 3 apply)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > $35,000. (Note 2 applies)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. (Note 1 applies
52.219-8	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.)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	(Note 8 applies.) Does not apply to work performed outside the United States by Supplier employees who were not recruited within the United States.
52.222-26	EQUAL OPPORTUNITY	MAR 2007	(Notes 2 and 8 apply Note 1 applies in paragraph (8).) Does not apply to work performed outside the United States by Supplier employees who were not recruited within the United States.
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014	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. (Notes 5 and 8 apply.)

52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	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.)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LAOBR RELATIONS ACT	DEC 2010	Applies if this Subcontract exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014	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.)
52.222-50	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. Note 3 applies in paragraph (e). Note 1 applies in paragraph (h).)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts to which the Defense Base Act applies.
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.242-15	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value. (Note 2 applies)

B. **Agency for International Development Acquisitions Regulation (AIDAR) Clauses**

The AIDAR clauses referenced below and cited elsewhere in this Subcontract are incorporated herein by reference, with the same force and effect as if they were given in full text, and may be applicable, including any notes following the clause citation, to this Subcontract.

(1) The Subcontract is entered into by the parties in support of a U.S. Government contract. As used in the clauses referenced below and otherwise in this Subcontract:

(a) "Commercial Item" means a commercial item as defined in FAR 2.101.

(b) "Contract" means this Subcontract.

(c) "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.

(d) "Contractor" and "Offeror" means the Supplier, with whom Chemonics is contracting, acting as the immediate supplier to Chemonics.

(e) "Prime Contract" means the contract between Chemonics and the U.S. Government.

(f) "Subcontract" means any contract placed by the Supplier or lower-tier suppliers under this Subcontract.

(g) Where the clause refers expressly to the first-tier subcontract, definitions 2, 3, 4, and 6 do not apply.

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

(a) Substitute "Chemonics" for "USAID," "Government," or "United States" throughout this clause.

(b) Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

(c) Communication/notification required under this clause from/to Supplier to/from the USAID Contracting Officer shall be through Chemonics.

The Supplier 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 Contractor 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 Subcontract, an equitable adjustment shall be negotiated.

Clause Number	Title	Date	Notes and Applicability
752.202 Alt.70 and Alt.72	Definitions Alt. 70/Alt.72	JAN 1990	All subcontracts regardless of value
752.211-70	Language and Measurement	JUN 1992	Applies to all subcontracts. (Note 1 applies to paragraph (b).)
752.225-70	Source and Nationality Requirements	FEB 2012	Applies to all Subcontracts, unless source and nationality requirements do not apply as set forth at 22 CFR 228.02 (Notes 1, 2 apply.)
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991	Applies to all subcontracts.
752.228-9	Cargo Insurance	DEC 1998	Applies to all subcontracts.
752.228-70	Medical Evacuation (MEDEVAC) Services	JUL 2007	Applies to all subcontracts. (Notes 1, 2 apply.)
752.247-70	preference for privately owned us-flag commercial vessels	OCT 1996	Applies to all subcontracts. (Note 3 applies.)

ADS 302.3.5. 16(a) (4)	PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING	SEP 2014	Applies to all subcontracts obligating funds for HIV/AIDS activities. Exempt organizations: (i) The Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency. (ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors. (iii) Non-U.S. contractors and subcontractors are exempt if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding. Notwithstanding the above, not exempt from this provision are non-U.S. contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by: (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries; (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory

			services approving financial transactions, personnel actions).

ARTICLE 50. 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 Supplier hereby certifies that as of the time of award of this Subcontract: (1) the Supplier, including 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 the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. 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 Supplier resulting in award of this Subcontract. The Supplier 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 Supplier.

Annex 1 Cover Letter

[Offeror: Insert date]

Stephanie Brininstool
Procurement Specialist
Global Health Supply Chain – Procurement and Supply Management
Chemonics International
251 18th Street South
Arlington, VA 22202 US

Reference: Request for Proposals GHSC-PSM-TO1-2018-NG-LAB-10056142

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

Dear Ms. Stephanie Brininstool:

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

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

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

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

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

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

Sincerely yours,

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

Annex 2 Illustrative Key Performance Indicators (KPIs)

No	Key Performance Indicator	Unit of Measure	Definitions	Data Source(s)	Frequency of Data Collection	Target	Applicable Service Type(s)
1	Percentage of preventative maintenance visits performed on schedule per the terms of the subcontract	Percentage	# of visits made on schedule / total # of visits per the subcontract "On schedule" is defined as the date (+/- 3 calendar days) listed per the terms of the subcontract.	Scheduled visits per the terms of the subcontract Signed Job Cards	Monthly	100%	Preventative Maintenance
2	# of calendar days lapsed from operator's initial service call to service provider's response	Calendar Days	Day of Call by the Operator = Day 0 Each Day Lapsed After Call by the Operator and Before Service Response Rendered = +1 A response isn't the same thing as service completion. It means that there was either an attempt to fix the	Service Log	Monthly	Within 24 hours. Each incident must receive visit within 24 hours.	Repair

			equipment (remote or onsite) or an attempt to collect more information in order to diagnosis the problem. A response to the call, not necessarily a solution.				
3	Number of calendar days lapsed from Equipment Diagnosis to the Arrival of the Spare Parts at the Site	Calendar Days	Day of Equipment Diagnosis = Day 0 Each Day Lapsed before the Arrival of the Spare Parts at the Site = +1	Equipment Diagnostic Completed and Problem Identified = Day 0 Days lapsed before the arrival of the spare parts at the lab = +1 Day		≤ 3 business days for minor repairs ≤ 10 business days for major repairs	Preventative Maintenance & Repair
4	# of calendar days lapsed from initial service call to job completion	Calendar Days	Day of Call by the Operator = Day 0 Each Day Lapsed that the equipment is not fully functional = +1 Job Completion = Date of Signed Job	Service Log Signed Job Cards	Monthly	≤ 3 business days for minor repairs ≤ 10 business days for major repairs	Repair

			Card by the Operator, which is indication that the equipment is fully operational.				
5	Number of analyzers outages which occur less than 3 months after any scheduled or unscheduled maintenance or repair work	# of analyzer outages	Any equipment outage is any malfunction which diminishes the efficiency, effectiveness, or use of the equipment. The purpose is to capture any defects (per equipment preferably) which seem to be recurring and/or not completely addressed even after the job card has been signed.	Service Log	Monthly	< 2 per year	Preventative Maintenance & Repair
6	Percentage of Service Reports submitted on time per the terms of the subcontract	Percentage	The Service Report must include a complete schedule and status update on maintenance and/or	0/12 = Zero reports in a year submitted on time 1/12 – One report	Cumulative basis for an annual average	100%	Preventative Maintenance & Repair

			repair for all equipment; a functional status summary of all equipment currently under contract, job cards and resolution notice for any service or maintenance performed within the reported period, and KPI status report which includes performance targets, actual performance metrics for the period, and a cumulative totals.	submitted on time during the year. 12/12 – All reports submitted on time during the year			
7	Percentage of Orders delivered on time.	Percentage	# of orders delivered no later than one week after the requested delivery date and no earlier than two weeks before the requested	ARTMIS	Cumulative basis for an annual average	80%	Supplier Performance

			delivery date/ total # of deliveries per the subcontract				
8	Percentage of rejected runs or failed tests	Percentage	# of valid test results /# of test run "Run" is defined as loading prepared samples into the selected platform for analysis	Instrument Test Log and Error Log	Monthly	No greater than 5%**	

** *Failure Rates greater than 5% require the vendor to conduct a root cause analysis and submit a formal report submitted to PSM. This report should illustrate the reason for the failure rates, replacement plan for failed reagents, and remedial action plan. This would include refresher training, replacement of reagents, and/or equipment upgrades as needed.

Annex 3

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

Follow the step-by-step guidance for contracts registrations at:
https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

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

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

What data is needed to register in SAM?

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

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

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

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

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

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