

Request for Proposals (RFP)
DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING
OF FIRE PREVENTION AND FIRE FIGHTING SYSTEMS FOR THE
MEDICAL STORES WAREHOUSE IN LUSAKA, ZAMBIA

RFP Number: RFP-ZMB-FIRESYSTEM-2019

Description: Medical Stores Ltd (MSL) is currently constructing a new, very narrow aisle (VNA), warehouse expansion, a hazardous storage building, and renovating its existing main warehouse central storeroom in Lusaka, Zambia. The combined warehouse facility receives and distributes all pharmaceutical products used in Zambia. This RFP is for certain detailed design as described herein, supply, delivery, installation and commissioning of fire prevention and firefighting system to serve the MSL Warehouse in Lusaka, Zambia

For: GHSC-PSM Zambia

Contracting Entity: Chemonics International Inc.

Funded by: United States Agency for International Development
(USAID),
Contract No. AID- OAA-I-15-00004; Task Order 01
Contract No. AID-OAA-TO-15-00007; Task Order 02
Contract No. AID-OAA-TO-15-00009; Task Order 03
Contract No. AID-OAA-TO-15-00010, and Task Order 04
Contract No. AID-OAA-TO-16-00018.

Place of Performance: Lusaka, Zambia

Release Date: 27th March 2019

RFP Issue: No 1

Mandatory Site Visit and
Offerors Conference: 9^h April 2019

Questions Due: 23rd April 2019

Proposals Due: 30th April 2019

Chemonics International Inc, (Chemonics) implementing the GHSC-PSM/Zambia, is soliciting proposals for the supply of services described herein. GHSC-PSM/Zambia is an

official project of the United States Agency for International Development (**USAID**) under Contract No. AID- OAA-I-15-00004; Task Order 01 Contract No. AID-OAA-TO-15-00007; Task Order 02 Contract No. AID-OAA-TO-15-00009; Task Order 03 Contract No. AID-OAA-TO-15-00010, and Task Order 04 Contract No. AID-OAA-TO-16-00018.

Please submit your proposal for the services described herein in accordance with the instructions to Offerors and terms and conditions of this RFP. This RFP includes the following sections and attachments:

1. INSTRUCTIONS TO OFFERORS
2. SCOPE OF WORK
3. FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS
 - PART 1. GENERAL
 - PART 2. PAYMENT AND FINANCIAL OBLIGATIONS
 - PART 3. GENERAL TERMS AND CONDITIONS
 - PART 4. SPECIAL TERMS AND CONDITIONS
 - PART 5. CLAUSES INCORPORATED BY REFERENCE

ATTACHMENT A	LETTER OF TRANSMITTAL
ATTACHMENT B	REQUIRED CERTIFICATIONS
ATTACHMENT C	EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY
ATTACHMENT D	SCHEDULE OF VALUES
ATTACHMENT E	LUSAKA WAREHOUSE SITE PLAN MSL001 LUSAKA WAREHOUSE PHASING PLAN CI DOC ENCO.FT.003 PLAN, ELEVATIONS AND SECTIONS OF NEW WAREHOUSE , HAZARDOUS STORE AND MODIFICATIONS TO EXISTING WAREHOUSE MSL002, MSL003
ATTACHMENT F	SITE PLAN SHOWING LOCATION OF PROPOSED FIRE TANKS, PUMP HOUSE, PIPEWORK AND VALVE CHAMBER (VALVE MANIFOLD ENCLOSURE) PROPOSED SPRINKLER LAYOUT IN EXISTING STORE MSL011
ATTACHMENT G	FUNCTIONAL AND TECHNICAL SPECIFICATIONS – FIRE PREVENTION AND FIRE FIGHTING SYSTEMS
ATTACHMENT H	GHSC-PSM ENVIRONMENTAL MITIGATION & MONTIORING PLAN (EMMP)

ATTACHMENT I ENVIRONMENTAL, HEALTH & SAFETY COMPLIANCE PLAN
TEMPLATE (EHSCP)

ATTACHMENT J GHSC-PSM WASTE MANAGEMENT PLAN (WMP)

ACRONYMS

AIDAR Agency for International Development Regulations

BOQ Bill of Quantities

CFR Code of Federal Regulations

CO USAID Contracting Officer

COP Chief of Party

COR USAID Contracting Officer Representative

FAR Federal Acquisition Regulations

MSL Medical Stores Limited

PFW Prefabricated Warehouse

RFP Request for Proposals

SOW Statement of Work

USAID United States Agency for International Development

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

Chemonics International as Prime Contractor for the GHSC-PSM/Zambia requests proposals for:

The Design, Supply, Delivery, Installation and Commissioning of Fire Prevention and Fire Fighting systems for the MSL Warehouse in Lusaka, Zambia

1.2. Offer Deadline

Offers must be received in hard and soft copy no later than 17.00 hrs **local Zambia** time on **30th April 2019** at the following address:

Hard Copies :

Chemonics International Inc.
Plot 2473, 1st Floor Metropolitan House
Off Kelvin Siwale Road
Mass Media
Lusaka, Zambia
Attention: Luckson Sichamba

Soft Copies :

PSMZambiaProcurement@gmail.com

The RFP number must be included on the front of the envelope for the hard copy submission and in the subject line of your email for the electronic submission.

Late offers will be considered at the discretion of the Chemonics evaluation committee.

1.3 Protocol for Submission of Offers and Required Documents

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

All offers must be prepared in English. Any resultant subcontract will be issued in English and the English language will govern. All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical Volume (See Section 1.6)
- Volume 2: Cost Volume (see Section 1.7)

These volumes must be submitted in separate, sealed envelopes. Three (3) hard copies—one original and two copies—of each volume must be included in each envelope. Offerors are also required to submit one (1) electronic version of each volume on a CD-ROM. Each envelope must be clearly marked with the RFP number **RFP-ZMB-FIRESYSTEM-2019**,

the complete legal name and contact information of the offeror's organization, and the delivery address found below.

Upon delivery, applicants will be issued a stamped receipt confirming timely submission.

Each offeror may submit only one proposal, either individually or as a partner in a joint venture. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

1.4 Questions and Clarifications

All questions and/or clarifications regarding this RFP must be submitted via email to PSMZambiaProcurement@gmail.com no later than no later than **17:00 local Lusaka** time on **23rd April 2019**. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other Offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from a Chemonics or **GHSC-PSM/Zambia** employee or other entity shall not be considered as an official response to any questions regarding this RFP.

1.5 Mandatory Site Visit and Bidder's Conference

In order to provide offerors an opportunity to raise questions and to learn more about the site and the scope of work described herein. A mandatory site visit to familiarize bidders with the place of performance will be held at the MSL Lusaka Warehouse, Mukwa Road, Off Lumumba Road, Lusaka, Zambia on **9th April 2019 10.00hrs** local, Zambia time.

The site visit is mandatory, and Chemonics will accept proposals in response to this RFP only from those offerors who attend the site visit.

Please confirm attendance via email to Mr. Aubrey Thornicroft, PSMZambiaProcurement@gmail.com, no later than 17:00 local Lusaka time on **8th April 2019**. The RFP number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Participation in the site visits and the bidder's conference are the responsibility of the offerors. Chemonics will not reimburse offerors for any costs associated with the site visit. A pre-bid conference shall be held at the Medical Stores Ltd offices in Lusaka on **9th April 2019** immediately following the site visit. The pre-bid conference will provide prospective

Offerors an opportunity to familiarize themselves with the needs of the stores. Attendance at the Offerors' Conference is not mandatory but Offerors are encouraged to participate.

The pre-bid conference minutes, and any further enquiries received on or before the deadline stated in the RFP, will be documented and posted on the designated Chemonics website.

No inquiries will be accepted after 5 working days prior to the deadline for submission of bids stated in the RFP.

1.6 Technical Volume

The Technical Volume should describe in detail how the offeror intends to carry out the requirements specified for the works and other services as described in this RFP. The technical volume should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The offeror should include details on personnel, equipment, and Offerors who will be used to carry out the required activities.

The following documents must be included in the Technical Volume (failure to submit all of the following documents may result in disqualification from award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Project Methodology (see below)
- Environmental Health & Safety Compliance Plan (see below and Attachment I)
- Design documents and technical specifications
- Draft Work Plan (see below)
- CVs of Key Personnel (see below)
- Information on Past Performance (see below)
- Copy of official license of legal registration in Zambia

Project Methodology and Technical Solution: Using the information contained in this RFP, the offeror should describe its approach for executing the design, manufacture, supply, installation and commissioning of the for the fire protection system specified in this document (design review, procurement & temporary storage, fabrication, and installation) and technical and performance information for the system and other miscellaneous items as described in this RFP, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet recognized international industry standards, all relevant Zambian Standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment. The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Security Plan, Safety Plan as well as compliance with the USAID/Zambia Environmental Regulations. The methodology section shall include a detailed schedule demonstrating that all works described in this RFP shall be complete and accepted by Chemonics by **31st August 2019**

Design Documents and Technical Specifications: The Offeror is directed to Section 2 Scope of Work of this RFP for a description of design work completed to date and the design responsibilities of the Offeror under this RFP.

Environmental Compliance: The offeror must provide an Environmental Health & Safety Compliance Plan (EHSCP) (see template in Attachment I) that complies with the provisions of the USAID-approved Environmental Mitigation & Monitoring Plan (see Attachment H) and Waste Management Plan (WMP) (see Attachment J) for the project. The Offeror's EHSCP shall include the following information:

- Introduction
 - Project background
 - Description of product
- Implementation strategy
 - Installation specification
 - Narrative including the following
 - Delivery of product
 - Product installation procedures
 - Product commissioning and handover
 - Solid waste
 - Narrative including the following
 - Packaging and storage
 - Transport
 - Disposal method
 - Waste –water mitigation
 - Narrative including the following
 - Packaging and storage
 - Transport
 - Disposal method
 - Implementation mitigation and monitoring plan
 - A table that includes: activity, potential impact, mitigation measure, responsible, monitoring indicators, frequency of monitoring, monitoring method
- Health, safety and accident prevention plan
 - (a table that includes: activity/issue, potential/accident impact, preventive/specific measure, responsible, timing, monitoring method)
- Personnel training
 - Narrative including the following:
 - Accident prevention
 - Tools and machinery safety
 - Fire safety
 - Emergency preparedness
 - Personal protective equipment
- Annex:
 - Country operating licenses
 - Transport

- Electric
- Water and sewage / plumbing
- Waste disposal
- Insurance
- Product specifications/engineering schematics
- Copy of all monitoring tools/materials

Draft Work Plan: The draft work plan for the proposed services shall be submitted in the form of a Gantt chart and shall provide a step by step process for executing every phase of the work in the most efficient manner. All work described in this RFP must be completed and accepted by Chemonics by August 31st, 2019.

Key Personnel: The offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the subcontract and shall not be replaced without prior written consent of Chemonics. The Technical Volume should include CVs for the following required key personnel: Project Manager, Certified Professional Water Engineer, Qualified personnel for installations and operations as described in the Scope of Works, and Quality Assurance Specialist. The Technical Volume should also include an organizational chart with the roles, reporting structure and availability of each proposed staff for this project. It is expected the awardee would work with local Zambian professionals and certified engineers to ensure consistency with applicable local regulations.

Past Performance: The Technical Volume should include information on past performance, briefly describing at least **three (3) recent contracts of similar scope and duration**. It is not the intent of this RFP to solicit an overly long response but it is important that the offeror's experience/expertise be adequately described. The information supplied must include the legal name and address of the organization for which services were performed, a description of the work performed, the duration of the work and size (in USD) of the contracts, a description of problems encountered in the performance of the work and actions taken to resolve them, and the contact information (current telephone number and email address) of a responsible representative of the contracting organization. Chemonics may use this information to contact representatives on prior contracts to obtain feedback on performance. Failure to submit complete and accurate information regarding previous similar or related contracts or subcontracts is grounds for disqualification from award. Any offer not including this information will be accepted at the discretion of the evaluation committee.

There is a 20 page limit to the Technical Volume. This page limit does not include the following documents:

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Environmental, Health, & Safety Compliance Plan
- CVs of key personnel
- Draft work plan
- Design Sketches, catalogue cut sheets and/or drawings

1.7 Cost Volume

The Cost Volume is used to establish the best value among proposals and serves as a basis of negotiation for the signing of the subcontract. The Cost Volume must include a detailed budget as well as a budget narrative which explains the basis for the estimate of each budget element. Supporting information should be provided in sufficient detail to allow a complete analysis of each cost element. The Cost Volume shall also include the costs for any materials, survey, and geotechnical testing and analysis required to complete the development of the design documents. Taxes or fees are not to be added later. Offers must show level of effort, materials, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total price. Quotations must be a firm fixed-price, expressed in USD. All Offerors shall use the attached Schedule of Values (Attachment D) with itemized cost detail supporting schedules as the basis for the preparation of the detailed budget. The completed Schedule of Values and supporting schedules shall be submitted with the Cost Volume.

The contract type for this procurement will be a firm fixed-priced subcontract. Please note that the inclusion of separate line items for any indirect costs or fees will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirects and fees.

1.8 Performance Guarantee

Within 7 (seven) calendar days after execution of this subcontract, the successful offeror shall deliver to Chemonics a performance guarantee in the amount of **10%** of the subcontract amount in the form of an official bank guarantee or a check. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Zambia. The format of the bank guarantee shall be as indicated in Attachment C. This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

1.9 Authorized USAID Geographic Code

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260.

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

1.10 Eligibility of Offerors

This RFP is open to all qualified Offerors who submit a proposal that meets the requirements in accordance to this RFP.

In accordance with Federal Acquisition Regulation Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), all Offerors must certify that they are not debarred, suspended, or proposed for debarment. Chemonics will not award a subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

1.11 Validity Period

Offers must remain valid for at least ninety (90) calendar days after the offer deadline.

1.12 Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract. Chemonics reserves the right to make multiple awards if it is in the best interests of the **GHSC-PSM/Zambia** program.

1.13 Basis for Award

Chemonics intends to award a subcontract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the **GHSC-PSM/Zambia** program after evaluation of the following criteria, with the weights applied accordingly:

Technical Volume:

- **Proposed Methodology and Technical Solution** **20 Points**
The offeror shall be evaluated on the overall understanding of the scope of work. Specifically, the offeror shall be evaluated on how realistic the proposed technical solution is in completing projects on schedule and meeting delivery guidelines. This technical solution shall integrate design methodology, procurement process, assembly methods, techniques, project scheduling, and project management to deliver the required scope of work with the highest construction quality. Special consideration shall be given to the offeror's ingenuity, creativity, and use of sound engineering principles in its proposed solutions. The offeror's proposal shall include a draft work plan providing a step by step process for executing every phase of the work in the most efficient manner.

- **Proposed Schedule of Implementation** **20 Points**
Due to the nature of this project, time is of the essence. All works described in this RFP must be complete and accepted by Chemonics by August 31st, 2019. Special consideration shall be given to the Offerors with an aggressive but realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. A detailed draft work plan shall be included in the offeror's technical volume.

- **Key Personnel** **20 Points**
The offeror's key personnel shall be evaluated on the experience of the team members with similar projects. In particular, special consideration will be given to a well experienced project manager and quality assurance specialist.

- **Past Performance and Experience** **20 Points**
The offeror shall be evaluated on the experience the firm has with related projects of similar scope and size. In particular, special consideration shall be given to firms having executed such projects in **Zambia or nearby countries**. The references listed by the offeror shall be contacted to complete a survey.

Cost Volume:

- **Cost** **20 Points**
The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract. The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in USD. 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.

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.

The evaluation of offers will be completed based on the above criteria. Cost will be evaluated based on cost reasonableness, allowability, and realism. A technical/cost trade-off analysis will be performed by Chemonics in order to determine the best value to the project.

1.14 Terms and Conditions of Subcontract

Issuance of this solicitation does not in any way obligate Chemonics to award a subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 3. Any resultant award will be governed by these terms and conditions. Chemonics reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual subcontract document to be executed by Chemonics and the selected awardee.

1.15 Protests

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

SECTION 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested Offerors with sufficient information to enable them to prepare and submit a proposal.

Ongoing Construction Activities:

Offerors are alerted to the fact that renovations of the MSL Lusaka Warehouse central storeroom and construction of the New (VNA) Warehouse Expansion and Hazardous Storage Building are ongoing and may continue during the performance of the works described in this RFP. These contracts are being managed by MSL and the United Nations Development Program (UNDP).

Ongoing MSL Operations:

MSL is utilizing the existing combined warehouse facility for the storage and distribution of medical products into the Zambian regional warehouse network which further supports hospitals and clinics throughout Zambia. The operation of the combined warehouse facility will continue during the performance of the works described in this RFP and Offerors shall take this into consideration in the preparation their proposals in response to this RFP.

Design:

1. The Design Engineer is LG Specialist Warehouse Consultant (LG) under contract with MSL.
2. The fire pumps included in this RFP Scope of Work, will service the sprinkler system installed under this Subcontract and future sprinkler system or systems installed by MSL in the warehouse facility.
3. LG has performed the hydraulic design of the well pump, piping from the well pump to the atmospheric tanks, the atmospheric tanks, piping from the atmospheric tanks to the fire pumps, the fire pumps, and the 200mm trunk line from the proposed pump house to the sprinkler networks to be installed under this Subcontract. The specifications for the above components have been included in this RFP. Further hydraulic analysis and design of these components are not part of the Scope of Work of this RFP. However, the Offeror is responsible for the preparation of all drawings and specifications describing the installation of the above items. The Offeror's detailed design shall include all fasteners, hangers and calculations demonstrating that the existing warehouse structure walls and roof can carry the weight of the proposed works described in this RFP.
4. Fire pumps: The Offeror shall propose fire pumps that, when operated alone: a) comply with the operating points specified in Attachment G; and b) provide the flow rate and pressure at the sprinkler heads in the central store room that meet the code requirements given in Attachment G.
5. The Offeror shall prepare the detailed design of the sprinkler network to service the central store. The Offeror shall base this detailed design on the system components sizing and specifications prepared by LG as described above in item 3. The Offeror's detailed design shall include all fasteners, hangers and

calculations demonstrating that the existing roof system can carry the weight of the proposed works described in this RFP.

6. The Offeror shall prepare the detailed design of the pump house, valve manifold enclosure, the well control system, jockey pump and all items called for in this RFP for which specifications are not given.
7. Alarm: Proposals must include an alarm system for the central store which must be connected to and compatible with the existing system, have the capacity to activate sprinklers in subsections of the store and have the capacity to accommodate future sprinkler networks, e.g., the VNA room, to be installed by others. Refer to Attachment G.2.0 Fire Detection for further requirements.

The scope of work encompasses certain detailed design as described herein the manufacture, delivery, installation, commissioning and hand over for the following:

- Strip out all piping and sprinkler heads in the existing warehouse central storeroom and install an Early Suppression Fast Response ("ESFR") sprinkler system. Sprinkler system shall incorporate the proposed pump house.
- Sprinkler system storage tanks, well pump controls, electric motor driven fire pump, diesel engine driven fire pump, jockey pump, valve manifold enclosure and all associated pipework, valves and alarm/control/monitoring panels
- All other works described in this RFP.

Attachments E and F contain schematic design drawings of the site layout, existing warehouse floor and section plans, roof layout and illustrative layout of the proposed sprinkler system 200mm trunk line, pipe network and sprinkler heads.

The offeror is alerted to the following:

1. All equipment, controls, alarms and other technical requirements contained in this RFP, and all installation details proposed by the Offeror shall be subject to the review and approval of LG Specialist Warehouse Consultant.
2. All electrical works shall be included in the Offeror's proposal. The closest point of connection is an internal DB in a location to be specified in an Addendum. All wiring shall be surface mounted or aerial. No buried electric installations are allowed under this RFP.
3. Concrete slabs for the two storage tanks and proposed pump house are being provided by MSL under a separate contract in the locations shown on Site Plan in Attachment F. Details will be provided in an Addendum.
4. Pump House: A pump house shall be provided by the Offeror with floor dimensions not to exceed concrete slab provided by MSL. The structure shall be either a modified shipping container delivered complete or a prefabricated (sandwich panel) structure assembled on site. Offeror shall submit a concept design with the Technical Volume and a detailed design shall be included in the Implementation Plan. The pump house shall: a) meet all relevant Zambian codes and in the absence of a Zambian code British Standards shall apply; b) provide worker access for maintenance and replacement of equipment; c) exterior steps or ramp as applicable; d) sprinkler system connected to the central storeroom

- system installed under this RFP; e) be anchored to the concrete slab; f) include pipe sleeves for all wall penetrations; g) LED lighting; h) air conditioning sufficient for the protection of equipment and controls; i) double leaf door; j) insulation value shall be R value of 2.27 m²KW fire rating shall be 30 mins
5. All water pipe shall be installed above ground and shall be: a) anchored to structural slabs, b) surface mounted to building structure, or, c) suspended from roof structure. No buried water pipe shall be installed under the subcontract. Concept mounting details shall be provided in Offeror's Proposal.
 6. Attachment F, Drawing MSL014 shows a Valve Chamber located at the external wall of the warehouse structure closest to the proposed pump house. The Valve Chamber was mislabeled and is referred to in this RFP as the Valve Manifold Enclosure. The Offeror shall provide a pre-fabricated, sandwich panel enclosure equipped with an exterior door, interior lighting, passive ventilation and of sufficient dimensions to: a) house the 200mm pipe to be installed under this RFP complete with full dimension tee and 200mm gate valve (future manifold connection), b) house a future manifold with an additional 5 x 200mm points of connection, and, c) accommodate worker access for valve operation and maintenance. Floor shall consist of 15cm thickness of crushed stone and the elevation of the floor shall be 15cm above surrounding existing ground.

The warehouse renovations, new construction and associated civil works are being constructed on a design-build basis. Final detailed design drawings and specifications approved for construction were not available at the time of the release of this RFP. Offerors shall base their Offers on the drawings in Attachments E and F and the requirements of this RFP. No representations are made in this RFP regarding the as-built conditions at the warehouses. MSL will provide information as and when available with regard to as built conditions of the existing warehouse.

The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, engineering, surveying, design and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the completion of the work in good faith shall be provided by the Offeror. The Offeror shall be responsible for ensuring the procurement, shipping, customs clearance, assembly, and all associated works with the design, manufacture, supply and commissioning of the fire prevention and firefighting system and all other works and services described in this RFP.

Section 2A Provisional Bill of Quantities for Bidders Guidance

LUSAKA MSL FACILITY		
AUTOMATIC SPRINKLER SYSTEMS		
PROVISIONAL BILL OF QUANTITIES FOR BIDDERS GUIDANCE		
Description	Unit	Qty
Water Supply		
Cylindrical bolted steel suction tank 290m ³ effective capacity	ea	2
Diesel driven fire pump as specified including all peripherals, panels, etc. [including connection to fuel line installed by MSL to the concrete slab]	ea	1
Electric motor driven fire pump as specified including all peripherals, panels, etc.	ea	1
Jockey pump [need a spec; how controlled; connected to what]	ea	1
Pumphouse pipework and valves from suction tank connections to delivery connection point outside pumphouse, including direct reading flow meter, tank filling valves and pumphouse sprinklers.		item
200mm trunk main from pumphouse to sprinkler valve chamber(s)	m	25
100mm connection from water supply point to suction tanks	m	25
Sprinkler Protection of Existing Warehouse		
200mm connecting main from valve manifold enclosure to roof sprinkler arrays.	m	305
K32 (metric) ESFR sprinkler system at roof including distribution mains.	ea	1100
100mm connecting main to low level offices, ablutions, etc	m	30

A.1 SCOPE OF WORK

The works to be performed include the following:

Implementation Plan

The Offeror shall be responsible for the development of a detailed Implementation Plan for provision of all of all work described herein. The items as listed in Section 2A Provisional Bill of Quantities for Bidders Guidance constitute a portion of the required works.

At a minimum, the Implementation Plan shall include all installation details, detailed designs specified herein, criteria for review of the detailed design documents, a stakeholder coordination plan, a listing of the available records reviewed, the finalized progress and work schedule, a description of the means and methods to be employed for a successful delivery, identification of the required local and central level government permits, schedule of any tests to be performed during assembly and name of the company(ies) that will perform the testing, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, site security plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the Offeror.

Preparation of Detailed Design Documents for the sprinkler pipe & sprinkler head network for the warehouse central storeroom and associated works

Attachment E shows the concept floor plan and racking system layout prepared by MSL including warehouse plan, elevations and sections of new warehouse, hazardous store and modifications to existing warehouse.

Attachment F shows site plan showing location of fire tanks and pipework and proposed sprinkler layout in existing store.

The selected Offeror shall prepare all installation details and the detailed designs specified herein of the sprinkler system for the warehouse central storeroom. Equipment and materials must be suitable for sprinkler system use and comply with the requirements in Attachment G; and must be approved/listed by one or more of the authorities as indicated in Attachment G. Details of all equipment and materials shall be included in the Implementation Plan. Acceptance by the Engineer does not absolve the contractor from ensuring that all equipment and materials are suitable for their intended use and carry appropriate approvals.

As part of the detailed design process and prior to starting assembly of materials, the Offeror shall confirm the site measurements and identify any changes in the site conditions shown in Attachments E and F

Attention is drawn to Offerors that there is a separate tender for the sprinkler system for the new (VNA) warehouse and battery bay and is not part of this scope in this RFP. This tender is to be done by others, however the successful Offeror will be required to work closely with the other successful bidder for the New warehouse sprinkler system and to coordinate their works to ensure no overlaps and inconsistency with manufacturers specifications.

Kick-Off Meetings

The Offeror shall participate in kick-off meetings and site visit with GHSC-PSM and MSL following the acceptance of the Implementation Plan. The purpose of the kick-off meetings is to introduce the Offeror to other partners, the beneficiaries, identify existing constraints, review the Implementation Plan and final configuration of contract works.

The Offeror shall summarize the comments generated during the meeting in a memorandum.

Site and Prefabricated Assembly

MSL is the owner of the site and has jurisdiction over the overall security of the site. Offerors shall comply with all MSL security protocols. The Offeror shall describe its Security Plan in the Proposal and said Security Plan shall be subject to the review and approval by MSL. The Offeror shall secure and isolate their portion of the worksite for the protection of its workforce. The Offeror shall work

closely with MSL security personnel to ensure maximum safety and protection of personnel, materials and equipment.

The Offeror shall install the proposed sprinkler system components as per the implementation plan and the requirements in this RFP. The Offeror shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Offeror shall submit the sketches and/or drawings to GHSC-PSM/Zambia for review and approval prior to installing said work item.

The Offeror shall be responsible for the disposal of all waste material generated by the Offeror's activities during the assembly period. The Offeror shall also be responsible for all cleaning and site maintenance activities, during the installation phase and for final cleanup. The Offeror shall be responsible for cleaning up the worksite following each workday.

MSL shall be responsible for provision of electric power required, and for the provision of potable water supply for drinking and non-potable water for construction related uses such as testing, during the assembly period.

During the implementation of the project, the Offeror shall maintain a photographic record of work on site to document daily progress along with a field journal kept by the GHSC-PSM/Zambia Resident Engineer / Construction Manager. The photographic record and field journal shall be available to GHSC-PSM/Zambia for review during site visits.

Supply, Installation Commissioning and Training Components

The Offeror shall be responsible for procuring and/or fabricating all required components, and training, for the sprinkler system. Training shall include printed and electronic instructional materials and on site instruction by a qualified manufacturers' technical representatives; all of which shall be described in the Implementation Plan. The Offeror shall be responsible for all permit fees, procurement, shipping, and storage, as required. Delays in procurement, fabrication, and/or shipping shall be the responsibility of the Offeror. Refer to Attachment G for functional and technical requirements.

Environmental Compliance

The Offeror shall follow the guidelines for environmental compliance set in Section 1.6 of the RFP, in particular the provisions contained in the USAID-approved Environmental Mitigation & Monitoring Plan for the GHSC-PSM global project which is shown in Attachment H. The purpose is to monitor environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions included in the guidance, the Offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The Offeror shall also maintain on file and provide to Chemonics at the end of the subcontract, the monitoring and evaluation logs associated with the various activities of the project.

A.2 ILLUSTRATIVE DELIVERABLES

The following are illustrative Deliverables. Exact deliverables, timelines and payments will be included in the fixed price subcontract to be executed upon award.

Deliverable 1: Mobilization and Implementation Plan

The Offeror shall develop and deliver a detailed Implementation Plan for review and approval by GHSC-PSM/Zambia prior to the start of work. The Implementation Plan shall include all the elements identified in Section A.1 of the Scope of Work.

The Offeror shall submit the Implementation Plan in electronic (USB) and hard (3 sets – paper) format to GHSC-PSM/Zambia for review and approval. In the event that GHSC-PSM/Zambia finds deficiency with the Implementation Plan, the Offeror shall revise and resubmit until approval is obtained.

Deliverable 2: Kick-off Meeting

The Offeror shall participate in kick-off meetings and site visit as described in Section A.1 of the Scope of Work and following the acceptance of the detailed design by GHSC-PSM The Offeror shall summarize the comments generated during the meeting in a memorandum and incorporate them to the extent possible in the implementation for the project. The Offeror shall submit the memorandum in electronic (Microsoft Word) (USB) and hard (3 sets – paper) format to GHSC-PSM/Zambia for review and approval.

Deliverable 3: Removal of Existing Sprinkler system in the central storeroom

Completion of the removal and disposal of the existing sprinkler system inside the central storeroom and repair of damage to the walls and ceilings if any.

Deliverable 4: Installation and testing of all work.

Installation of Sprinkler system storage tanks, well pump controls, electric motor driven fire pump, diesel engine driven fire pump, jockey pump, valve manifold enclosure and all associated pipework, valves and alarm/control/monitoring panels

Deliverable 5: Final Acceptance

Completion of training and submission of Final Report. The Offeror shall submit a Final Report summarizing the work associated with the procurement and assembly of the sprinkler system. The Final Report shall include a copy of the final accepted documents, record drawings, all weekly progress reports, weekly site meetings minutes, and weekly environmental monitoring checklists, environmental compliance, quality control measures employed to ensure quality materials and workmanship, operation and maintenance manual (O&M Manual) for all the installed systems. The Final Report shall also include a certification from the Offeror that the project was implemented as per the contract documents and that the items are safe for the intended use. The Final Report shall be submitted upon the completion of installation and commissioning of the sprinkler system. and shall be in English and in Microsoft Word format. The submission of an acceptable Final Report and formal handover of completed works to MSL shall be conditions of Final Acceptance.

During the implementation of the project, the Offeror shall maintain a set of the Final Documents upon which all field changes shall be noted. At the conclusion of the work, the Offeror shall develop record drawings to accurately reflect 'as-built' conditions of the work associated with this project. The record drawings shall be prepared and submitted on electronic (compact disks) and hard (3 sets – 11"x17" paper) formats. The record drawings must be delivered to GHSC-PSM/Zambia and found to be acceptable prior to final issuance of payment.

NOTE: Environmental Compliance, Weekly Progress Reporting and Final Report (not a separate pay item)

The Offeror shall be responsible for implementing and monitoring of the environmental compliance requirements noted in section A1.6 of the RFP in order to comply with USAID requirements for the GHSC-PSM/Zambia program. The work shall include the monitoring and preparation of the evaluation reports during all phases of the project. On a weekly basis, the Offeror shall submit the Progress Report, Site Meeting Minutes, Environmental Monitoring Checklist (Section A.1) and all associated test and inspection requests/results. The submission of weekly reports described above shall be considered compliance with the requirement for monthly progress reports as mandated by Article 7, below. The submission of the above described weekly reports shall be a condition of every progress payment; submission of all weekly reports and final report shall be a condition of final acceptance.

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

FIXED PRICE SUBCONTRACT

(Insert Subcontract Number)

Between

Chemonics International or Local Entity
(insert HO or FO address)

Hereinafter referred to as “Contractor” or “Chemonics”

And

(insert name of Subcontractor)
(insert address of Subcontractor)

Hereinafter referred to as the Subcontractor

Under

(insert project name and contract number)

For

(insert purpose of subcontract)

Contents

Part 1	General
Part 2	Payments and Financial Obligations
Part 3	General Terms and Conditions
Part 4	Special Terms and Conditions
Part 5	Clauses Incorporated by Reference

Attachment 1: (TBD)
Attachment 2: (TBD)
Attachment 3: (TBD)

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

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

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For
Chemonics

For
(insert name of Subcontractor)

By:
Title:

By:
Title:

Date: _____

Date: _____

PART 1. GENERAL

ARTICLE 1. ACRONYMS AND DEFINITIONS-

The following acronyms and definitions apply to this subcontract:

GHSC-PSM	Global Health Supply Chain Program-Procurement and Supply Management
CFR	Code of Federal Regulations
FAR	Federal Acquisition Regulations
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
935	USAID Geographic Code 935, as defined in 22 CFR §228.03

ARTICLE 2. BACKGROUND AND PURPOSE

Chemonics International, under Contract No. AID- OAA-I-15-00004, is implementing the United States Agency for International Development (USAID)-financed) Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) project.

ARTICLE 3. SUBCONTRACT SCOPE OF WORK

TBD based on successful offeror's proposal.

ARTICLE 4. SUBCONTRACT FUNDING AND TYPE

Chemonics International Inc., on behalf of USAID and in cooperation with the Government of Zambia, is authorized to fund this subcontract under the authority of Chemonics' USAID Contract No. AID- OAA-I-15-00004 funded by the USG.

This is a firm fixed-price subcontract payable entirely in USD for U.S. firms or Zambian kwacha for local firms. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. Chemonics will not adjust the subcontract price due to fluctuations in currency exchange rates. Chemonics will only make changes in the subcontract price or time to complete due to changes made by Chemonics in the work to be performed, or by delays caused by Chemonics.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is <TBD>, and the completion date is <TBD>. The subcontractor shall submit the milestones set forth in Article 6 in accordance with the schedule stipulated therein.

ARTICLE 6. DELIVERABLE DUE DATES

The Subcontractor shall receive compensation from Chemonics for services provided, in accordance with the schedule set forth below. *<to be completed based on offeror's proposal>*

Deliverables	Description	Due Date
1	Mobilization and Implementation Plan	TBD
2	Kick-off Meeting	TBD
3	Removal of Existing Sprinkler System	TBD
4	Installation and Testing of all Work	TBD
5	Final Acceptance	August 31, 2019
6	Environmental Compliance, Monthly Progress Reporting and Final Report	TBD

ARTICLE 7. PROGRESS REPORTS

In order to track the Subcontractor's progress under this subcontract, the Subcontractor shall be required to submit a progress report every month summarizing the Subcontractor's progress under each deliverable, observations resulting from weekly inspections (see Article 38), difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports and other matters related to this subcontract, including updates to the construction schedule. These monthly reports shall be submitted via email to Chemonics.

A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

ARTICLE 8. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between Chemonics and the Subcontractor. The Subcontractor, under this agreement, has complete charge of its personnel and any second tier subcontractors, if any and allowed, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

ARTICLE 9. AUTHORIZED REPRESENTATIVES

Any action, modification, notice, request, or consent required to be given or made pursuant to this subcontract must be in writing and may only be made by the authorized officials specified below or their designee:

For Chemonics:

Christopher R. Smith, Senior Vice President, Project Management, Chemonics International
Jean-Marc Vander Stichelen Country Director, Chemonics International

For Subcontractor:

TBD upon subcontract award

ARTICLE 10. REPORTING AND COMMUNICATIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Article 6 above, under the general supervision of the Chemonics Country Director, or his designee. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract. The Country Director will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract with the assistance of the following individuals:

Technical direction during the performance of the subcontract shall be provided by the Chemonics Field Engineer or his/her designee. The authorized Field Engineer for this subcontract is Aubrey Thornicroft., athornicroft@ghsc-psm.org. See Article 37 for further details.

Contractual guidance shall be provided by the Chemonics Project Management Unit. The Subcontractor shall address all contractual-related inquiries and correspondence to the Project Management Unit, ZambiaPSMPMU@ghsc-psm.org.

The Subcontractor shall submit all reports, deliverables, and invoices to the attention of both the Field Engineer and the Project Management Unit.

ARTICLE 11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Zambia and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable U.S Government Federal Acquisition and USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Article 63, Clauses Incorporated by Reference.

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

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

ARTICLE 12. 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.

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

ARTICLE 13. PRICE SCHEDULE

The Subcontractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this subcontract for the fixed price of *<to be completed based on offeror's proposal>*. This price shall include all licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

ARTICLE 14. PERFORMANCE GUARANTEE

Within 7 (seven) calendar days after execution of this subcontract, the Subcontractor shall deliver to Chemonics a performance guarantee in the amount of 10% of the subcontract amount in the form of an official bank guarantee or a check. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Zambia. The format of the bank guarantee shall be as indicated in Attachment C. This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

ARTICLE 15. PAYMENT SCHEDULE

As consideration for the delivery of all of the products and/or services stipulated in Article 3, Chemonics will pay the Subcontractor a total of *TBD upon subcontract award*. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 5 - Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment after Subcontractor's successful completion of the corresponding deliverable indicated in the following table:

Payment #	Description	Amount to be Paid
		TBD
		TBD
		TBD
		TBD
		TBD
		TBD

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

ARTICLE 16. PAYMENT TERMS, RETENTION, LIQUIDATED DAMAGES AND DELAY PENALTIES

16.1 Payment Terms

Chemonics shall pay the Subcontractor the total fixed subcontract price as provided in Article 13 above. Chemonics will only pay and the Subcontractor may only submit invoices for payment for

deliverables that have been accepted and approved by the Field Engineer. Chemonics will pay the Subcontractor's invoice, less the retention amount as detailed below, within thirty (30) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by Chemonics;
- b) the Subcontractor has delivered a proper invoice, in compliance with Article 17 below.

Payment will be made in USD or Zambian kwacha, depending on if the subcontractor is a U.S. firm (USD) or locally-based. Approved payments will be made payable to the Subcontractor via check sent to the Subcontractor's official address or may be made to the following authorized account:

- c) Account name: (INSERT Account name provided by the Subcontractor)
- d) Bank name: (INSERT Subcontractor's bank name)
- e) Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
- f) Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

Payment of unpaid balances will be paid upon completion and final acceptance of all works and deliverables by Chemonics. Any invoices for services rendered and deliverables submitted—but not accepted by Chemonics—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that Chemonics may approve the deliverables and thus the invoice.

16.2 Liquidated Damages

In accordance with FAR Clause 52.211-12 "Liquidated Damages" – Construction (SEPT 2000), if the Subcontractor fails to complete any deliverable as described in section B.4 within the time specified in the Subcontract, or within any extension granted in writing by Chemonics, the Subcontractor shall pay to Chemonics as liquidated damages, the sum of **\$1,000** for each day of delay until the work is completed or accepted. The maximum amount of liquidated damages may not exceed 10% of the total contract value.

ARTICLE 17. INVOICE REQUIREMENTS

The Subcontractor shall present an invoice to Chemonics only for services and/or products that have been accepted by Chemonics. The invoice must be an original invoice, submitted to:

Chemonics International Inc.
Plot 2473, 1st Floor Metropolitan House
Off Kelvin Siwale Road
Mass Media
Lusaka, Zambia
Attention: Luckson Sichamba

To constitute a proper invoice, the Subcontractor's invoice must include the following information and/or attached documentation. This information will assist Chemonics in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s).
3. Bank account information to which payment shall be sent and method of payment consistent with Article 16.1.
4. Subcontractor Certification, as described below:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that the invoice has been prepared from the books and records of the Subcontractor in accordance with the terms of Subcontract No. <enter subcontract #>, and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this subcontract, all Chemonics and/or USAID/Zambia approvals have been obtained, and any appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of the applicable laws of Zambia, and any applicable laws of the United States Government;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Signature of Authorized Representative)

(Title)

(Date)

ARTICLE 18. TAXES AND DUTIES

The services performed under this Subcontract are funded by the United States Government and shall, therefore, be exempt from payment of any taxes, duties, fees, levies, and any other impositions for which Chemonics is exempt, during the period of performance of this subcontract. The Subcontractor shall not pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the US-Zambia bilateral agreement. Agreement between the

United States of America and Zambia. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by Chemonics. The Subcontractor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier.

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.

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 19. REPORTING OF FOREIGN TAXES

- a. The Subcontractor must annually submit a report to Chemonics by April 1 of the next year.
- b. Contents of Report. The report must contain:
 - (i) Contractor/recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
 - (vii) Report is required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- c. Definitions. For purposes of this clause:
 - (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (ii) "Commodity" means any material, article, supply, goods, or equipment.
 - (iii) "Foreign government" includes any foreign governmental entity.
 - (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- d. Subagreements. The Subcontractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

e. For further information see <http://www.state.gov/rm/rm/c10443.htm>.

ARTICLE 20. INSURANCE COVERAGE

During the course of this subcontract, the Subcontractor shall carry and maintain insurance and show proof of coverage as required and prescribed by law, inclusive of the following:

1. General liability insurance as required by the Government of Zambia, and any other applicable laws and as prescribed;
2. Professional liability insurance as required by the Government of Zambia, and any other applicable laws and as prescribed;
3. Worker's compensation insurance covering each employee to the extent required by the Defense Base Act of the United States.
4. Insurance to cover any damages or destruction of works, for whatever cause;
5. Insurance coverage for equipment and tools used under this Subcontract;
6. All social insurance as required by applicable laws for all employees.

ARTICLE 21. SET-OFF CLAUSE

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

ARTICLE 22. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

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

PART 3. GENERAL TERMS AND CONDITIONS

ARTICLE 23. AUTHORIZED USAID GEOGRAPHIC CODE

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

ARTICLE 24. INSPECTION AND ACCEPTANCE

Chemonics will inspect on at least a weekly basis the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. Inspection and acceptance will be carried out in accordance with Articles 55 through 58 below.

Neither Chemonics review, approval or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this Subcontract, and the Subcontractor shall be and will remain liable to Chemonics in accordance with applicable laws for all damages to Chemonics caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

ARTICLE 25. BRANDING POLICY

It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Marking of construction site(s) shall comply with the USAID Graphics Standard Manual available at www.usaid.gov/branding, or any successor branding policy. The Subcontractor may request specific guidance on marking requirements from Chemonics.

ARTICLE 26. INTELLECTUAL PROPERTY RIGHTS

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

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

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

some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Subcontract.

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

ARTICLE 27. 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, and shall not be effective until the consent of USAID, if applicable, has been obtained. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

ARTICLE 28. CHANGES

In accordance with FAR Clause 52.243-4 Changes (JUN 2007) for fixed price construction subcontracts over the simplified acquisition threshold, or FAR clause 52.243-5 "Changes and Changed Conditions" (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold, Chemonics may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the Chemonics' Senior Vice President of Contracts

ARTICLE 29. GOVERNING LAW AND RESOLUTION OF DISPUTES

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

(b) *Disputes based on Client Actions.*

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

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

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

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

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

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

ARTICLE 30. FORCE MAJEURE

For the purposes of this subcontract, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either Chemonics or the Subcontractor—and which makes a Party's performance of its obligations under the subcontract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

ARTICLE 31. TERMINATION

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-2, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984) for work below the simplified acquisition threshold, or 52.249-2 Alt I for work that is above the simplified acquisition threshold which is incorporated by reference in Article 63 herein.

In the event of a termination for convenience of this subcontract in whole or in part, the COP will deliver to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the subcontract (unless the notice directs otherwise), and (2) deliver to the Field Engineer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process. Chemonics shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

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

ARTICLE 32. ORGANIZATIONAL CONFLICTS OF INTEREST

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

ARTICLE 33. ENGAGING CHILD LABOR

Chemonics neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Zambian labor law, the minimum age for full-time employment under this subcontract is fifteen (15) years of age.

The Subcontractor shall remunerate employees and consultants employed under this fixed price subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform Chemonics in writing, within 24 hours, if it discovers that:

1. A child under the age of fifteen (15) has been employed by the Subcontractor; or

2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of fifteen (15); or
3. An individual under the age of fifteen (15) has been employed in hazardous work by the Subcontractor; or
4. The Subcontractor, or an employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of fifteen (15) for hazardous work.

In the event that Chemonics discovers any violations of the provision above, Chemonics may unilaterally terminate the Subcontract for default. Failure to comply with the provision above may result in termination of the Subcontract for default by Chemonics. Chemonics may request refunds of any amounts paid for child labor in violation of this provision.

ARTICLE 34. ANTI-KICKBACK (CORRUPTION)

The following definitions apply to this clause:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the GHSC-PSM Zambia office or any of its employees, the Subcontractor or Subcontractor employees, or subcontractors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the subcontract price charged by the Subcontractor to Chemonics.

When the Subcontractor has reasonable grounds to believe that a violation described in the above paragraph may have occurred, the Subcontractor 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. The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in the paragraph above.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

ARTICLE 35. TERRORIST FINANCING PROHIBITION

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this subcontract.

ARTICLE 36. SECURITY

RESERVED

PART 4. SPECIAL TERMS AND CONDITIONS

ARTICLE 37. TECHNICAL DIRECTION

The following terms and conditions apply to any technical direction under this subcontract:

- (a) "Technical direction" is defined to include:
 - (1) Written directions to the Subcontractor which provide details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Article 3.

- (b) The Field Engineer is authorized by the GHSC-PSM Zambia Country Director to take any or all of the following actions:
 - (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.
 - (3) Perform acceptance-related activities and verification for Chemonics.
 - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "Chemonics GHSC-PSM Zambia Field Engineer" with a copy furnished to the Chemonics GHSC-PSM Zambia Country Director.
 - (5) Issue written interpretations of technical requirements of Chemonics drawings, designs, and specifications.
 - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Country Director and the Project Management Unit incidents of faulty or nonconforming work, delays or problems.

- (c) The Field Engineer is not empowered to award, agree to, or sign any subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by Chemonics. The Field Engineer may not take any action which may impact on the subcontract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the COP and/or Chemonics Senior Vice President of Contracts, in consultation with the Field Engineer.
- (d) The Field Engineer is required to meet as appropriate with the Subcontractor and the Subcontracts and Procurement Specialist concerning performance of items delivered under this subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Project Management Unit.
- (e) In the absence of the designated Field Engineer, the Field Engineer may designate someone to serve as Field Engineer in his/her place. However, such action to direct an individual to act in the Field Engineer's place shall immediately be communicated to the Subcontractor.
- (f) Contractual problems, of any nature, that may arise during the life of the subcontract must be handled in conformance with the subcontract and specific public laws and regulations. The Subcontractor and the Field Engineer, shall bring all contracting problems to the immediate attention of the Country Director and the Project Management Unit. Only the Chemonics Senior Vice President of Contracts is authorized to formally resolve such problems and is responsible for resolving legal issues, determining subcontract scope and interpreting subcontract terms and conditions. The Chemonics Senior Vice President of Contracts is the sole authority authorized to approve changes in any of the requirements under this subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the Chemonics Senior Vice President of Contracts, the change will be considered to have been made without authority.
- (g) Failure by the Subcontractor to report to the Country Director or the Project Management Unit any action by Chemonics considered to a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

ARTICLE 38. WORKMANSHIP AND QUALITY CONTROL BY SUBCONTRACTOR

All construction work provided by the Subcontractor shall comply with the Government of Zambia's Codes and Standards for construction pertinent to this work. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Assurance Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the subcontract. The Subcontractor shall photograph (dated) construction operations daily. Items to be photographed are to include excavations, placement of reinforcements, concrete placement including vibrations, slump tests, placement of pads and other critical areas. The Subcontractor shall provide copies of the weekly inspection reports and photographs to the Field Engineer.

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the COP or Field Engineer.

ARTICLE 39. ANTIQUITIES

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify Chemonics of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. Chemonics shall then consult with the appropriate authorities, and advise the subcontractor of the proper course of action. The subcontractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or artifact.

ARTICLE 40. DIFFERING SITE CONDITIONS

In accordance with FAR Clause 52.236-2 "Differing Site Conditions" (APR 1984), the subcontractor shall promptly give a written notice Chemonics of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this subcontract, (2) unknown physical conditions at the site that differ materially from those indicated in this subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this subcontract.

No request by the subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the Subcontractor has given the required written notice.

No request by the subcontractor for an equitable adjustment to the subcontract for unexpected site conditions shall be considered by Chemonics if made after final payment under this subcontract.

ARTICLE 41. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

In accordance with FAR Clause 52.236-3 "Site Investigation and Conditions Affecting the Work" (APR 1984), the Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertained from an inspection of the site. Any failure of the Subcontractor to take the actions

described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Chemonics. Chemonics assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Chemonics.

ARTICLE 42. MATERIAL AND WORKMANSHIP

In accordance with FAR Clause 52.236-5 “Material and Workmanship” (APR 1984), all equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Chemonics Field Engineer, is equal to that named in the specifications, unless otherwise specifically provided for in this Subcontract.

The Subcontractor shall perform all work under this subcontract in a skillful and workmanlike manner. Chemonics reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

ARTICLE 43. SUPERINTENDENCE BY THE SUBCONTRACTOR

In accordance with FAR Clause 52.236-6 “Superintendence by the Contractor” (APR 1984), at all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by Chemonics. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized Chemonics personnel.

ARTICLE 44. PERMITS AND RESPONSIBILITIES

In accordance with FAR Clause 52.236-7 “Permits and Responsibilities” (NOV 1991), the Subcontractor shall, without additional expense to Chemonics, be responsible for obtaining any necessary licenses and permits, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor’s fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the subcontract.

ARTICLE 45. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

In accordance with FAR Clause 52.236-9 "Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements" (APR 1984), the Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, Chemonics may have the necessary work performed and charge the cost to the Subcontractor.

ARTICLE 46. OPERATIONS AND STORAGE AREAS

In accordance with FAR Clause 52.236-10 "Operations and Storage Areas" (APR 1984), temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the Field Engineer and shall be built with labor and materials furnished by the Subcontractor without expense to Chemonics. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges, or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

ARTICLE 47. USE AND POSSESSION PRIOR TO COMPLETION

In accordance with FAR Clause 52.236-11 "Use and Possession Prior to Completion" (APR 1984), Chemonics shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Chemonics shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that Chemonics intends to take possession of or use. However, failure of Chemonics to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Possession or use by Chemonics shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While Chemonics has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from Chemonics' possession or use, notwithstanding the terms of Article 44, "Permits and Responsibilities."

ARTICLE 48. CLEANING UP

In accordance with FAR Clause 52.236-12 "Cleaning Up" (APR 1984), the Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Chemonics. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the Chemonics Field Engineer.

ARTICLE 49. ACCIDENT PREVENTION

In accordance with FAR Clause 52.236-13 "Accident Prevention" (NOV 1991), the Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor's personnel, property, materials, supplies, and equipment exposed to Subcontractor's operations and activities; (2) avoid interruptions in Chemonics operations, and avoid delays in project completion dates; and, (3) control costs in the performance of this subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

ARTICLE 50. AVAILABILITY AND USE OF UTILITY SERVICES

In accordance with FAR Clause 52.236-14 "Availability and Use of Utility Services" (APR 1984), the Subcontractor, at its expense and in a workmanlike manner and to the satisfaction of the Field Engineer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by Chemonics, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 51. SCHEDULES FOR CONSTRUCTION SUBCONTRACTS

In accordance with FAR Clause 52.236-15 "Schedules for Construction Contracts" (APR 1984), the Subcontractor, shall, within five days after the effective date of the Subcontract or another period of time determined by the Field Engineer, prepare and submit for approval to the Field Engineer three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, Chemonics may withhold approval of progress payments until the Subcontractor submits the required schedule.

If, in the opinion of the Chemonics the Field Engineer, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, without additional cost to Chemonics. In such circumstances, the Chemonics may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit schedules in chart form as the Field Engineer deems necessary

to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified period of performance of the subcontract.

Failure of the Subcontractor to comply with the requirements of Field Engineer under this clause shall be grounds for a determination by the Field Engineer that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the period of performance specified in the subcontract. Upon making this determination, Chemonics may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.

ARTICLE 52. QUANTITY SURVEYS

In accordance with FAR Clause 52.236-16 "Quantity Surveys (ALT I)" (APR 1984), quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place. Chemonics reserves the right to conduct such surveys. However it is required that the Subcontractor conduct the original and final surveys and surveys for any periods for which progress payments are requested.

ARTICLE 53. LAYOUT OF WORK

In accordance with FAR Clause 52.236-17 "Layout of Work" (APR 1984), the subcontractor shall lay out its work from Chemonics' established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Field Engineer. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Field Engineer until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the Field Engineer, the Subcontractor will replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

ARTICLE 54. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

In accordance with FAR Clause 52.236-21 "Specifications and Drawings for Construction" (APR 1984), the Construction Contractor shall keep a copy of the drawings and specifications on the work site and shall give the Field Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In the case of difference between drawings and specifications, the specifications shall govern. In the case of discrepancy in the figures, in the drawings, or in the specifications, the specifications shall govern. In the case of discrepancy in the figures, the matter shall be promptly submitted to the Field Engineer, who shall promptly make a determination in writing. Any adjustment by the Construction Contractor without such a determination shall be at its own risk and expense. Chemonics shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

ARTICLE 55. EXCUSABLE DELAYS

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the construction schedule and activities and may require a time extension to the subcontract.

Pursuant to FAR 52.249-14, Chemonics may consider a time extension due to excusable delays under the following circumstances:

(a) Except for defaults of lower-tier subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless —

- (1) The lower-tier subcontracted supplies or services were obtainable from other sources;
- (2) Chemonics ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- (3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, Chemonics shall ascertain the facts and extent of the failure. If Chemonics determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of Chemonics under the termination clause of this subcontract.

ARTICLE 56. REMEDIAL WORK

The Field Engineer, or his authorized representative, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by the Field Engineer not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the Field Engineer may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

ARTICLE 57. SUBSTANTIAL COMPLETION

"Substantial Completion" means the stage in the progress of the work as determined and certified by the COP in writing to the Subcontractor, in which the work (or a portion designated by Chemonics) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the COP or authorized Chemonics representative as of which substantial completion of the work has been achieved.

Chemonics shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the Field Engineer or an authorized Chemonics representative (including any required tests), the COP shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Schedule of Defects" listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the COP to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Chemonics' possession or use upon substantial completion shall not be deemed an acceptance of any work under the subcontract.

ARTICLE 58. CORRECTION OF DEFECTS

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 90 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The COP shall give notice to the Subcontractor of any defects before the end of the defects liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by Chemonics, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period and which arises from, either:

- any defective materials, workmanship or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the COP's notice. If the Subcontractor has not corrected a defect within the time specified in the COP's notice, the COP will assess the cost of having the defect corrected, and the Subcontractor will pay this amount.

ARTICLE 59. FINAL COMPLETION AND ACCEPTANCE

"Final completion and acceptance" means the stage in the progress of the work as determined by the COP and confirmed in writing to the Subcontractor, at which all work required under the

subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."

The "date of final completion and acceptance" means the date determined by the COP when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principle place of performance or at any other location where the services are performed and reports and deliverables are produced or submitted. The Field Engineer listed in Article 10 has been delegated authority to inspect and accept all services, reports, and required deliverables.

The Subcontractor shall give the COP at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the COP determines that the work is not ready for final inspection and so informs the Subcontractor.

If the COP is satisfied that the work under the subcontract is complete (with the exception of continuing obligations), the COP shall issue to the Subcontractor a "Certificate of Final Acceptance" and make final payment upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the COP in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

ARTICLE 60. KEY PERSONNEL

The following personnel have been designated as key under this subcontract key personnel and are considered to be essential to the work being performed there under. Prior to diverting any of these individuals to other duties, the Subcontractor shall notify Chemonics reasonably in advance and shall submit a justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on the subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics.

The following positions are considered key personnel under this subcontract:

<u>Title</u>	<u>Name</u>
<i>TBD upon award</i>	

ARTICLE 61. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste. 1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

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

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

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

(2) Exceptions:

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

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

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

ARTICLE 62. SECURITY

(a) Operating Conditions – Assumption of the Risk

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

performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) Access to Chemonics' Facilities – Security Requirements

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

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

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

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

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

PART 5. CLAUSES INCORPORATED BY REFERENCE

ARTICLE 63. CLAUSES INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. This fixed price 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 this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor 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.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

Federal Acquisitions Regulation (FAR) Clauses

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (MAY 1997)
52.203-12	LIMITATION OF PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.203-13	CONTRACTOR CODE OF ETHICS AND CONDUCT (OCT 2015)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (7/13)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (10/15)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.223-6	DRUG FREE WORKPLACE (JAN 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB, 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-9	REFUND OF ROYALTIES (APR 1984)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (ALT I) (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)
52.242-15	STOP-WORK ORDER (APR 1984)
52.243-4	CHANGES (JUN 2007) (for fixed price construction subcontracts over the simplified acquisition threshold)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984) (for fixed price construction subcontracts under the simplified acquisition threshold)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold)
52.249-2 Alt I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) ALT I (for fixed price construction subcontracts over the simplified acquisition threshold)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

Agency for International Development Acquisitions Regulation (AIDAR) Clauses

AIDAR CLAUSE NUMBER	TITLE AND YEAR
752.202 Alt.70 and Alt.72	DEFINITIONS ALT. 70/ALT.72 (JANUARY, 1990)
752.211-70	LANGUAGE AND MEASUREMENT (JUNE, 1992)
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEBRUARY, 2007)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9	CARGO INSURANCE
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)
752.7009	MARKING (JANUARY, 1993)
752.7025	APPROVALS (APRIL, 1984)
752.7027	PERSONNEL (DECEMBER, 1990)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION (JANUARY, 1990)
752.7033	PHYSICAL FITNESS (JULY, 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DECEMBER, 1991)

ATTACHMENT A: LETTER OF TRANSMITTAL

The following letter must be completed and submitted with any offer:

Date: _____ (*insert date*)

To:

Chemonics International Inc.
USAID Global Health Supply Chain Office
251 18th St South,
Arlington, VA 22202

Attention: **Shane McGee**

RE: Letter of Transmittal, RFP ZMB-FIRESYSTEM-2019

(insert name of company) hereby proposes the attached offer to perform all work required for the **DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF FIRE PREVENTION AND FIRE FIGHTING SYSTEMS FOR THE MEDICAL STORES WAREHOUSE** in Lusaka, Zambia. Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

We hereby acknowledge and agree to all of the terms and conditions, special provisions, Addenda #_____, _____ & _____, and instructions included in the above referenced RFP. We further certify that (insert name of company), as a firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B: REQUIRED CERTIFICATIONS

The following certifications must be completed and submitted in the Technical Volume of any proposal.

ATTACHMENT B-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, PER FAR 52.203-2 (APR 1985)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The offeror certifies that—

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-2: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Chemonics Chief of Party; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-3: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting subcontract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign Government;
 - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____
TIN _____

_____ (*insert name of company*)

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, PER FAR 52.209-5 (DEC 2001)

_____ (*insert name of company*) (hereinafter called the "offeror")

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

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

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

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

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

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

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

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS, PER FAR 52.222-18 (FEB 2001)

Pursuant to FAR 52.222-18 (Feb 2001), federal contractors who supply products on the Current List of Products and Countries on Executive Order (EO) 13126, published by the Department of Labor must certify that they have made a good faith effort to determine whether forced or indentured child labor was used to produce the items listed. The Current List of Products and Countries on EO 13126 is included on the next page as Attachment B-5a.

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a subcontract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Offeror Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. Chemonics will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5A: Current List of Products and Countries on EO 13126 List

The current list of products was published in the April 3, 2013 Federal Register and includes the following:

Product	Countries
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Garments	Argentina, India, Thailand
Gold	Burkina Faso
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China

ATTACHMENT B-6: CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING, PER FAR 52.223-13 (AUG 2003)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

_____ (*insert name of company*)

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-7: EVIDENCE OF RESPONSIBILITY STATEMENT

_____ (*insert name of company*) (hereinafter called the "offeror")

The offeror hereby certifies the following:

1. Authorized Negotiators

The Company Name proposal in response to RFP ZMB-FIRESYSTEM-2019 may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP ZMB-FIRESYSTEM-2019.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address
Telephone/Fax
Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

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

4. Record of Performance, Integrity, and Business Ethics

Company Name's record of integrity is outstanding. Company Name has no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Volume.

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

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the subcontract type.)

6. Equipment and Facilities

(Offeror should state they have necessary facilities and equipment to carry out the subcontract.)

7. Eligibility to Receive Award

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here as well, if applicable.)

8. Commodity Procurement

Not applicable to this RFP.

9. Cognizant Government Audit Agency

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

10. Acceptability of Subcontract Terms and Conditions

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

11. Organization of Firm

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B-8: 52.222-50 OFFEROR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MARCH 2, 2015)

*This certification is required for all subcontracts including purchase orders that: 1. are for supplies, other than commercially available off-the-shelf items (COTS) to be acquired outside the United States, or services to be performed outside the United States, and 2. have an estimated value that exceeds \$500,000. The certification requires Offerors to certify **before award and annually** that they are in compliance with the terms and conditions under FAR 52.222-50, and have an anti-trafficking compliance plan in place as required by the FAR clause.*

The Offeror/Offeror Certifies that:

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a Offeror engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;
- (2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
 - a. An awareness program to inform Offeror employees about the Government's policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
 - b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - d. A housing plan, if the Offeror intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - e. Procedures to prevent agents and Offerors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or Offeror employees that have engaged in such activities.
- (3) The Offeror/Offeror will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror's/Offeror's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Offeror shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Offeror agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, Offeror, Offeror employee, or their agent has engaged in conduct that violates the policy.
- (4) After having conducted due diligence, either—
 - (i) To the best of the Offeror's/Offeror's knowledge and belief, neither it nor any of its proposed agents, Offerors, or their agents is engaged in any such activities; or,

(ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Offeror has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name _____

Signature _____ Printed Name _____

Title _____ Date _____

NOTE: The Offeror is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.

ATTACHMENT C: EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY

To:
Chemonics International Inc.
USAID GHSC-PSM project
251 18th St S
Arlington, VA 22202

REF: Subcontract No. [subcontract number]

Whereas [name of Offeror], [address of Offeror] (hereinafter called "the Offeror") has undertaken, in pursuance of Subcontract No. [subcontract number] dated [date of subcontract] to execute [subcontract number], for hereinafter called "the Subcontract");

And whereas it has been stipulated by you in the said Subcontract that the Offeror shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Subcontract;

And whereas we have agreed to give the Offeror such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Offeror, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Subcontract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Offeror before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Subcontract or of the Works to be performed there under or of any of the Subcontract documents which may be made between you and the Offeror shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

ATTACHMENT D: SCHEDULE OF VALUES

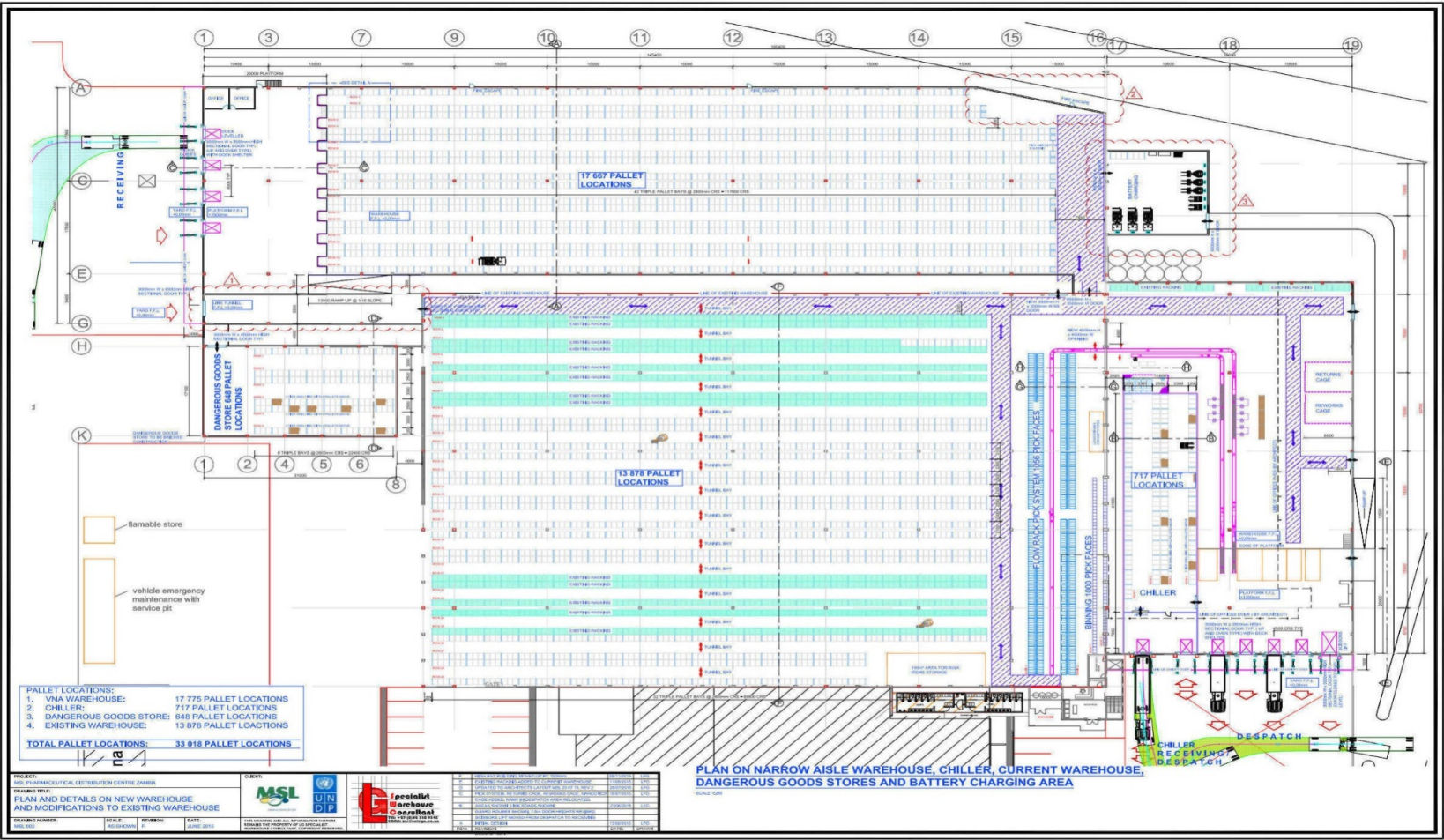
Item No.	Description	Unit	Quantity	Unit Cost in USD	Total
*Include categories					
1	Mobilization & Implementation Plan	1			
2	Kick-off MTG	1			
3	Removal of existing sprinkler system in central storeroom	1			
4	Supply and Installation of the sprinkler system	1			
5	Final Acceptance	1			

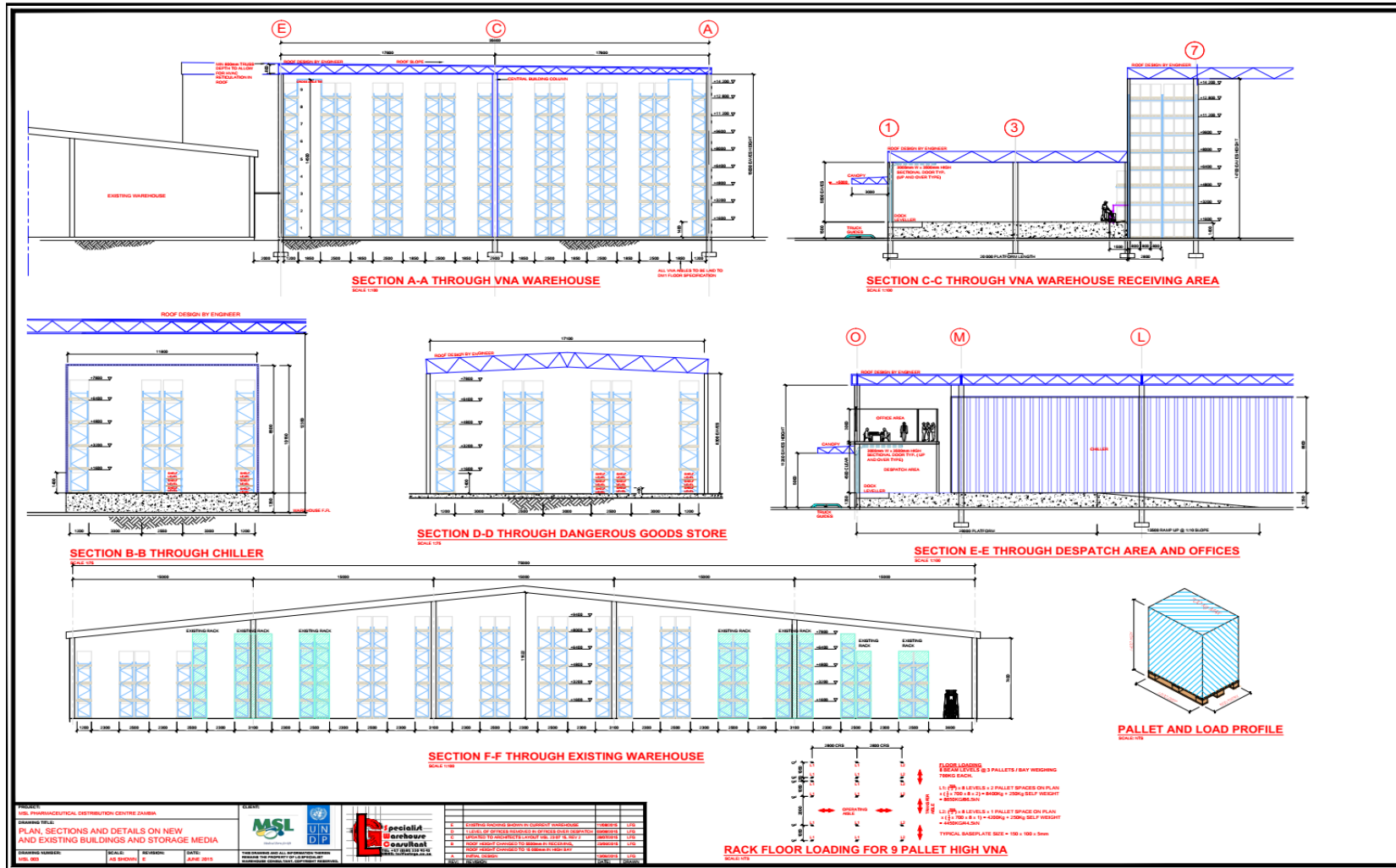
NOTE 1: ALL ITEMS IN SCHEDULE D SHALL BE TOTAL COSTS BASED ON ITEMIZED COST WORKSHEETS APPENDED TO SCHEDULE D.

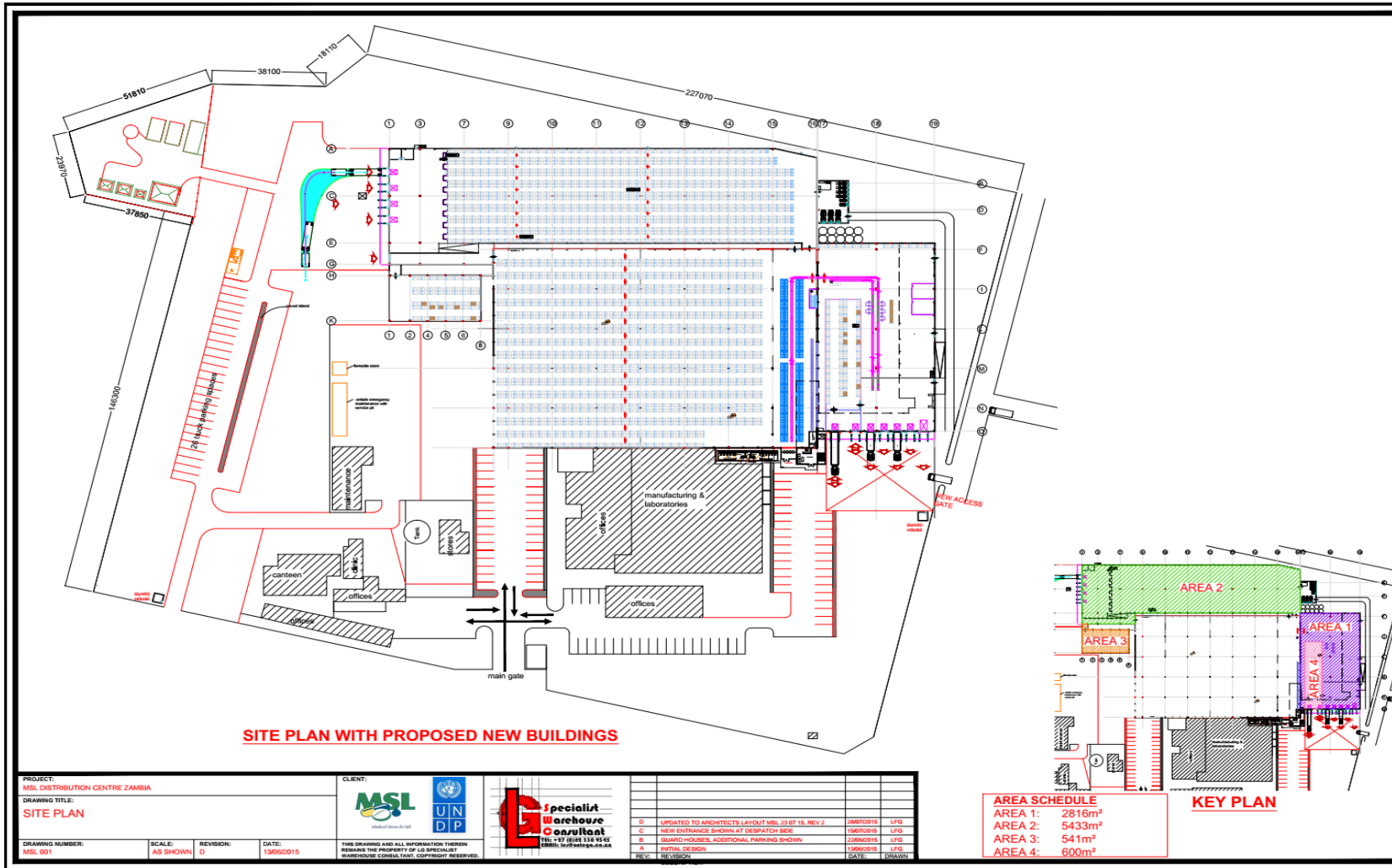
ATTACHMENT E: LUSAKA MSL WAREHOUSE PLAN, ELEVATIONS AND SECTIONS OF MAIN WAREHOUSE, NEW (VNA OR HIGH BAY) WAREHOUSE AND HAZARDOUS STORE

These drawings can also be found in Word document or PDF format at the DropBox link below:

<https://www.dropbox.com/sh/gd2d98bpg5gnp3z/aacqzyhkrpfvjukmxiri2aqka?dl=0>









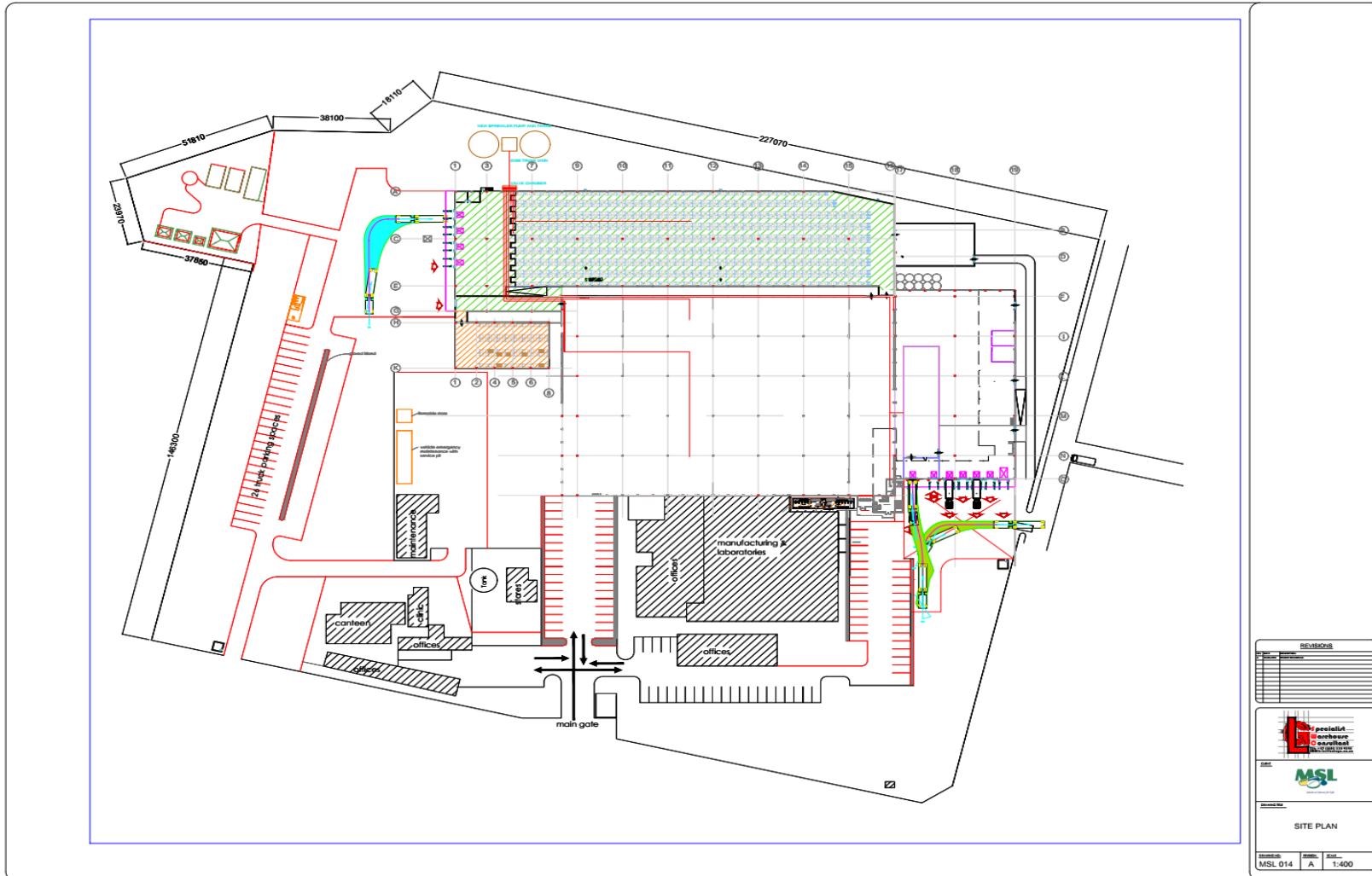
- Key
1. Phase 1 work completed
 2. Shows the extent of the Phase 2 works

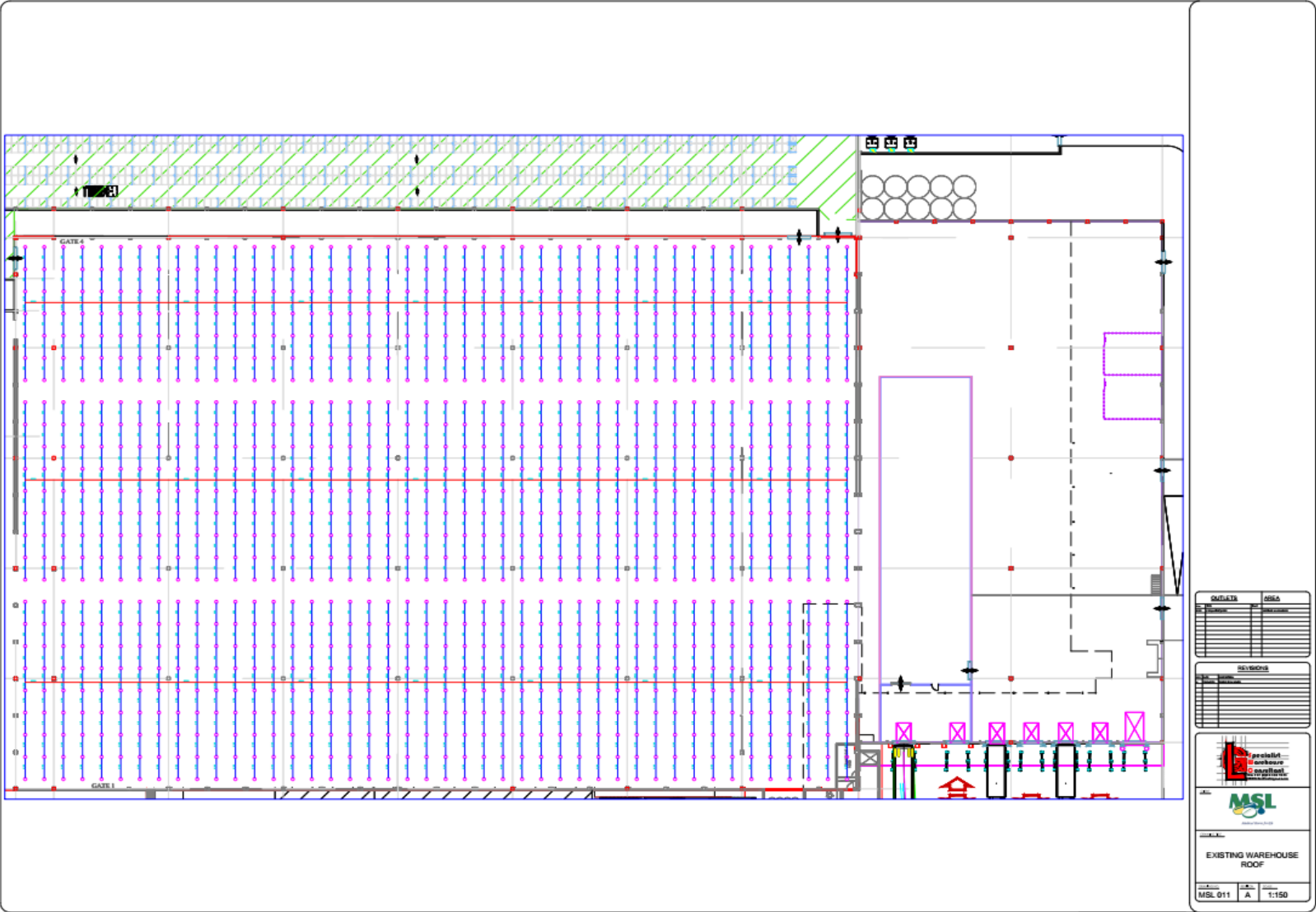
These are solar panel perimeter lighting poles

ATTACHMENT F: SITE PLAN SHOWING LOCATION OF PROPOSED FIRE TANKS, PUMP HOUSE, PIPEWORK, VALVE CHAMBER (VALVE MANIFOLD ENCLOSURE) AND PROPOSED SPRINKLER LAYOUT IN EXISTING STORE

These drawings can also be found in PDF format at the DropBox link below:

<https://www.dropbox.com/sh/jjvnj3j803cqbz0/aabfjx-pqjyh5hqdkdpvy-ga?dl=0>





ATTACHMENT G: FUNCTIONAL AND TECHNICAL SPECIFICATIONS – FIRE PREVENTION AND FIRE FIGHTING SYSTEMS

G.1 FUNCTIONAL SPECIFICATIONS

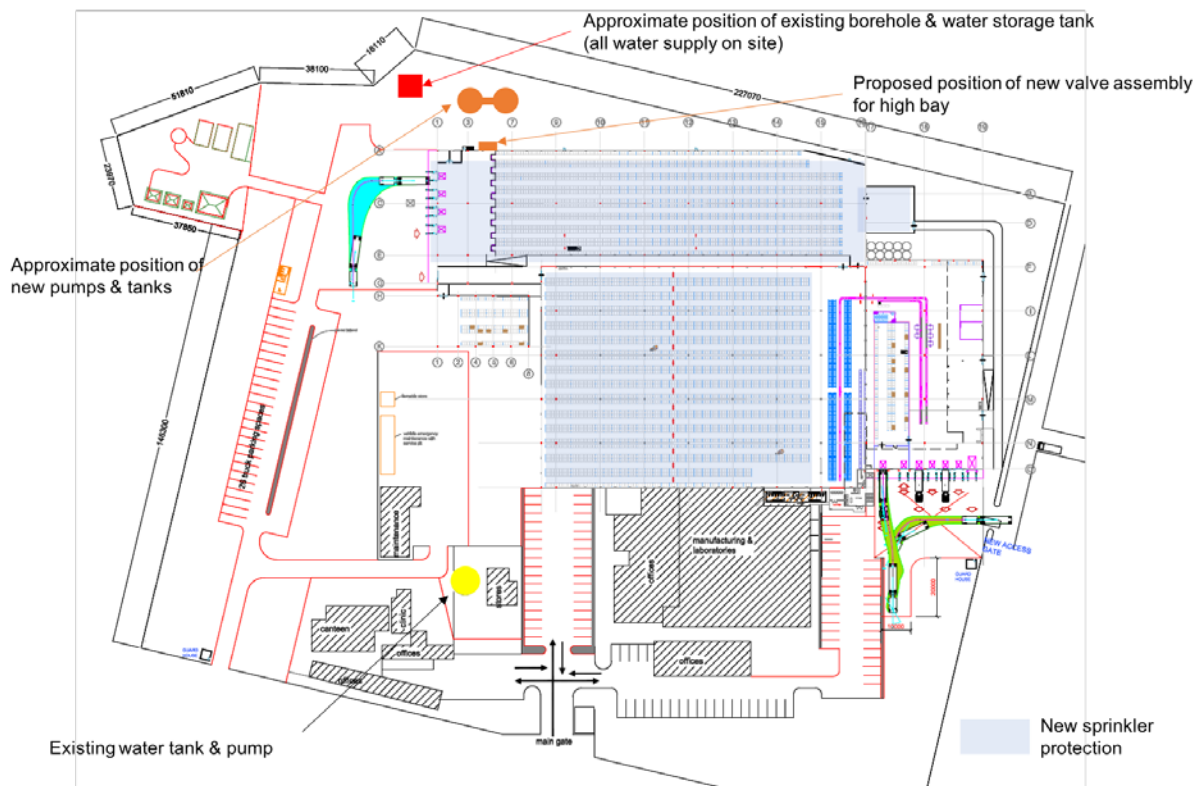
G.1.1 Overview

This Document calls for the certain design as specified in this RFP, manufacture, supply, installation and commissioning and performance criteria of a fire prevention and fire fighting system.

An existing water tank and pump does exist and is shown on the schematic diagram below. These pumps and tanks support the new dispatch warehouse and offices which are fully operational and do not form part of this tender document.

The tenderers are to offer a detailed design, manufacture, supply and commissioning for the fire protection system specified in this document.

It is essential that tenderers visit the site prior to submission of their offers to make themselves familiar with site conditions and the performance specifications stated above.



G.1.2 Consultants Design

Tenderers to allow for the following consultants fees:

- design
- drawings
- details issue
- compliance certificate issue

G.1.3 Codes / Standards

All design and installation works conducted under this RFP shall comply with the 12th Edition of the Rules for Automatic Sprinkler Installations of The Automatic Sprinkler Inspection Bureau of South Africa ("ASIB"). ASIB Rules are based on the LPC code (UK) that in turn incorporates BS EN 12845. The specifications and associated drawings which form this RFP were prepared using these Rules.

G.1.4 Reference Drawings

Refer to the drawings in Attachments E and F and the associated descriptions in Section 2, Scope of Work.

G.1.5 Approvals

Equipment and materials must be suitable for sprinkler system use and must be approved/listed by at least one of the authorities as indicated below. Details of all equipment and materials must be submitted to the Engineer for approval prior to installation. Acceptance by the Engineer does not absolve the contractor from ensuring that all equipment and materials are suitable for their intended use and carry appropriate approvals.

Sprinkler equipment, including sprinkler heads, alarm valves, hydraulic alarms, etc.:

- LPCB.
- FM Global.
- Underwriters Laboratories.

Fire pumps:

- ASIB.
- LPCB.
- FM Global.

G.1.6 Pump performance

- "Pmax" 8000ℓ/min @ 900kPa
- "Qmax" 9600ℓ/min

G.1.7 Sizes of principal pump house pipework items and appurtenances:

- Suction : 350mm nominal diameter.
- Delivery : 200mm nominal diameter.
- Pump test return : 200mm nominal diameter.
- Direct reading flow meter required.

G.1.8 Suction tanks:

- Suction tanks must be cylindrical and of bolted steel construction.
- Corrosion protection:
 - Hot dipped galvanising.
 - "Zincalume" or similar coating.
- Where a liner is required, the liner may be either partial or full.
- Required combined effective capacity of 2 tanks is 580m³.

G.1.9 Pipe Requirements

ALL PIPEWORK, VALVES AND FITTINGS MUST BE SUITABLE FOR A MAXIMUM CONTAINED PRESSURE OF 1200kPa.

General:

- All pipe shall be installed above ground and shall be: a) anchored to structural slabs, b) surface mounted to building structure, or, c) suspended from roof structure. No buried water pipe shall be installed under the subcontract.
- All pipe shall be pressure tested at 1.5 times maximum working pressure.

Steel piping \leq 150mm nominal diameter:

- SANS 62 medium class (threaded, roll grooved and/or welded joints) or equivalent.

Steel piping $>$ 150mm diameter:

- SANS 719 Grade B, 4,5mm wall thickness or equivalent.

Jointing:

- Threaded joints for piping \leq 50mm nominal diameter.
- Piping $>$ 50mm nominal diameter may be joined by threading, welding, flanging and/or mechanical couplings.
- Weld-on sockets can be used where range pipes are connected to mains.
- Sprinklers may be screwed into half sockets welded to range pipes $>$ 25mm nominal diameter.

Valves generally:

- Stop valves $>$ 50mm:
 - Wafer or grooved butterfly with geared handwheel. Lever operated valves are unacceptable. FM approved or to other standard (eg, EN) acceptable to the Engineer.
 - Flanged or grooved gate valves. FM approved or SABS approved.
- Stop valves \leq 50mm:
 - Good quality threaded valves - brass or stainless steel.
 - Alarm valve trim valves to be as supplied by the alarm valve manufacturer.
- Non return valves:
 - Wafer type with spring loaded double door. FM approved or to other standard (eg, EN) acceptable to the Engineer.

Corrosion protection:

- Normally "wet" piping:
 - To receive 1 x shop coat of red oxide primer and 1 x shop coat of signal red gloss enamel.
 - 1 x site coat of signal red gloss enamel.
- Piping that is alternately wet and dry (eg, drains):
 - Galvanised.
 -

G.2.0 Fire Detection

1.1. General

The fire detection system shall comprise of a central unit, connected by two wires to field devices, including fire detection devices, alarm devices and control devices, located throughout the protected building area.

The fire detection system shall be able to operate under battery power as per SANS 10139-2012.

- 24 hours' operation in standby mode
- 30 minutes' operation in full alarm mode

The control unit shall continuously monitor the analogue status of all sensing devices, and initiate action when a fire or smoke condition is present. The system shall be designed to provide an early warning utilising the most effective detection methods appropriate to the protected areas. In addition, preference should be given to sensors and sensing methods that are environmentally friendly and that do not contain hazardous substances.

- 1.1.1. The system shall be designed to provide an early warning utilising the most effective detection methods appropriate to the protected areas. In addition, preference should be given to sensors and sensing methods that are environmentally friendly and that do not contain hazardous substances.
- 1.1.2. The control unit shall continuously monitor the analogue status of all sensing devices, and initiate action when a fire or smoke condition is present.
- 1.1.3. The system shall be designed to provide an early warning utilising the most effective detection methods appropriate to the protected areas. In addition, preference should be given to sensors and sensing methods that are environmentally friendly and that do not contain hazardous substances.
The following is the order of preference for detection methods.
 - 1.1.3.1. 1 – Multi-sensors, with optical smoke and thermal sensing
 - 1.1.3.2. 2 – Optical smoke sensors
 - 1.1.3.3. 3 – Thermal Sensors
 - 1.1.3.4. 4 – Ionisation Smoke Sensors

The system design shall conform to the BS 5839 code of practice.

The control unit shall have a front panel comprising of indicating LED's, control keyboard, and LCD display, as described in detail later

- 1.1.4. The alarm management shall be field configurable from the control panel via a key pad to enable the system to be tailored to suit the protected building, and to permit future changes. This configuration shall be maintained under power failure conditions.
- 1.1.5. The system design shall conform to the BS 5839 code of practice.
- 1.1.6. The control unit shall have a front panel comprising of indicating LED's, control keyboard, and LCD display, as described in detail later.

ATTACHMENT H: ENVIRONMENTAL MITIGATION & MONITORING PLAN (EMMP)

This attachment can be found in PDF document format at the DropBox link below:

https://www.dropbox.com/s/7wd1nlch9fbqfn6/Attachment_H_GHSC_PSM_EMMP_Aproved.pdf?dl=0

**ATTACHMENT I: ENVIRONMENTAL, HEALTH & SAFETY COMPLIANCE PLAN
TEMPLATE (EHSCP)**

This attachment can be found in Word document format at the DropBox link below:

https://www.dropbox.com/s/fu5rrqzpfkd57f/GHSC%20EHSCP.Template.Mission.GHSC.PSM_FireSystemLusaka.docx?dl=0

ATTACHMENT J: GHSC-PSM WASTE MANAGEMENT PLAN (WMP)

This attachment can be found in PDF document format at the DropBox link below:

<https://www.dropbox.com/s/7j3q58b4tmpymon/GHSCPSM.TA.WasteManagementPlan.pdf?dl=0>