

REQUEST FOR PROPOSALS (RFP)

RFP # PSM-ZMB-RFP-2021-Waste

For the provision of

Waste Management Services

Contracting Entity:
Chemonics International, Inc.
1717 H St. NW
Washington, DC 20006

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

Funded under:
USAID Global Health and Supply Chain/Procurement Supply Management (GHSC-PSM) Project, Prime Contract No. AID- OAA-I-15-00004; Task Order 1: AID-OAA_TO-15-00007, Task Order 2: AID-OAA_TO-15-00009, Task Order 3: AID-OAA-TO-15-00010, Task Order 4: AID-OAA-TO-16-00018

Prime Contract Number AID- OAA-I-15-00004

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

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

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

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

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

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

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

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List of Acronyms

AIDAR	Agency for International Development (USAID) Acquisition Regulation
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
DBA	Defense Base Act
DUNS	Data Universal Numbering System
FAR	Federal Acquisition Regulations
MEDEVAC	Medical Evacuation
POC	Point of Contact
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Zambia	USAID Mission in Zambia
USG	U.S. Government
VAT	Value Added Tax
ZAMMSA	The Zambia Medicines and Medical Supplies Agency

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Global Health and Supply Chain/Procurement Supply Management (GHSC-PSM) Project, under Prime Contract No. AID- OAA-I-15-00004; is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out a cradle to grave waste management services in Zambia.

Founded in 1975, Chemonics is one of the world’s leading international development consulting firms. With corporate offices located in Washington, DC and London, and a network of approximately 5,000 specialists in 76 countries around the globe today, pursuing a higher standard in development every day to help clients, partners, and beneficiaries achieve results. We bring together technical expertise and world-class systems to take on the world’s most challenging problems and deliver results.

We recognize that the world’s problems are complex. They require multidisciplinary solutions. With experience that spans more than 40 years, 10 technical sectors, and 150 countries, we document and apply lessons learned across all of our projects to bridge the gap between isolated technical fields and regions to drive lasting change.

Development requires more than just great ideas. It requires applying great ideas in the most challenging environments around the world. So, we embrace project management as a discipline, not an afterthought. Our industry-leading systems—from grants management to monitoring, evaluation, and learning—power our ability to design and implement multidisciplinary programs and learn from the results.

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

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

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

I.2. Chronological List of Proposal Events

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

RFP announcement	02/17/2021
RFP published	02/17/2021
Deadline for written questions	02/26/2021
Proposal conference pre-registration deadline	02/26/2021
Mandatory virtual proposal conference	03/03/2021
Mandatory in-person site Visit	03/04/2021
Answers provided to written questions/clarifications	03/08/2021
Proposal due date	03/17/2021
Subcontract award (estimated)	04/05/2021

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

Mandatory Site Visit and Proposal Conference. A mandatory proposal conference will be held virtually, on **March 03, 2021 at 9 am Lusaka time** to provide interested offerors an opportunity to learn more about GHSC-PSM and to ask any questions about this RFP, the solicitation process and the mandatory site visit which will be organized separately for the date provided above. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please e-mail your registration request and any advance questions by **February 26, 2021, 5:00 pm Lusaka time** on the date listed above to GHSC-PSM Zambia procurement team at PSMZambiaProcurement@ghsc-psm.org.

Written conference notes from the proposal conference and responses to written questions will be provided electronically to all registered offerors, who attended the proposal conference online.

In order to provide offerors an opportunity to raise questions and to learn more about the commodities, their type, quantities, packaging etc., a mandatory in-person **site visit will be held on March 04, 2021**, at the Zambia Medicines and Medical Supplies Agency (ZAMMSA) Central Warehouse, located at Mukwa Road, Off Lumumba Road, Lusaka, Zambia. During the in-person site visit all Offerors must follow the COVID-19 mitigation protocol. **The COVID-19 mitigation protocol, and the time for the visit will be provided to each vendor upon registration.**

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

Please confirm attendance via email at PSMZambiaProcurement@ghsc-psm.org, no later than 5:00 pm Lusaka time on date provided above. 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 in-person site visit and virtual proposal conference is at the participants' own responsibility and risk. Chemonics will not reimburse participants for any costs related to the site visit or the proposal conference.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to GHSC-PSM Zambia procurement team at PSMZambiaProcurement@ghsc-psm.org no later than 5:00 pm Lusaka time on the date listed above. Questions and requests for clarification, and the responses thereto, will be circulated to all registered vendors.

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

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

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

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

I.3. Offer Submission Requirements

Offerors shall submit their offers electronically only, via e-mail by 5:00 pm Lusaka time on the date listed above at the following address:

To: GHSC PSM Zambia Procurement Team

Subject: PSM Zambia Waste Management RFP

The Project: GHSC-PSM

The e-mail: PSMZambiaProcurement@ghsc-psm.org

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

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

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors shall use a font of their choosing but the font must be between sizes 11 and 12. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment or signed by using e-signatures.

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

I.4. Eligibility Requirements

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

Chemonics anticipates issuing award to one or more U.S., local, or international companies or organizations provided they are legally registered and recognized under the laws of the countries where they are headquartered and in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country in which they are headquartered upon award of the subcontract.

- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

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

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

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

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

The cooperating country for this RFP is Zambia.

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

I.6. Validity Period

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

I.7. Instructions for the Preparation of the Proposal

1. Cover Letter

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

2. Technical Proposal

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

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part in total shall not exceed 10 pages.

Offerors should determine if they are able to propose in-country waste treatment and disposal services in Zambia. This section shall include the offeror's approach and methodology for implementing and managing said services at ZAMMSA Lusaka Central Warehouse, Mukwa Road, Off Lumumba Road, Lusaka, Zambia. Offerors should describe means for providing and ensuring the adequacy, overall distribution, and control of waste packaging materials; means for ensuring adequate packaging, labeling, containerization and sealing procedures; means for in-country transportation and pick up; and means and methods of waste disposal and treatment.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall not exceed 44 pages. CVs for key personnel may be included in ass annex to the technical proposal and will not count against the page limit.

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

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

- Senior Health Care Waste Management (HCWM) Specialist: With a minimum of 100+ years of experience designing and leading strategic waste management projects, and a BA/BS or equivalent or commensurate, the Senior HCWM Specialist shall be responsible for serving as the technical lead and serving as the main activity point of contact for the Buyer, which may require liaising between the Buyer and other various stakeholders on behalf of the Buyer. The Senior HCWM Specialist will ideally successfully communicate technical requirements and guidance to non-technical audiences at times.
- Senior Project Management (PM) Specialist: With a minimum of 88+ years of experience providing strategic management support to waste management and/or environmental projects, and a BA/BS or equivalent or commensurate experience, the Senior PM Specialist shall have demonstrated ability to successfully manage dynamic technical projects and contracts in these technical areas, all while serving as the main point of contact to coordinate details related to overall contract and sub-TO management.

For each key personnel proposed, the offeror must describe the individual's role and how they will contribute to the scope of work. CVs for key personnel proposed must be included in Annex 2 to the offeror's proposal.

- Part 3: Business Information and Qualifications. This part shall not exceed **10 pages total**.

Part 3 must be comprised of the following:

Part 3.1: Basic Offeror Information (not to exceed **3 pages**)

Offerors must include the following in order for the RFP response to be considered complete:

- Primary contact information, including:
 - Legal name of the offeror's firm or organization

- Addresses of the corporate, headquarters office and any other offices at which work required under this RFP would be executed and/or managed, if different from the corporate office. If applicable, descriptions and details of the work performed at each office location.
 - The address of locations of waste treatment and disposal facilities.
 - The offeror's designated representation. The offeror must designate an authorized representative who will be responsible and authorized for contractual and related matters in association with this RFP and any resulting award.
 - Offerors must be able to provide documentation confirming that they maintain Environmental Impairment Liability or Pollution insurance coverage with a \$5,000,000 claim limit.
- Information for any proposed subcontractors (if any)
 - Legal name and contact information of designated representative, and address for all subcontractors to be engaged to provide work as described in this RFP. For the purposes of this RFP, "local subcontractor" also includes local incineration facilities and any other local partners.
 - Exact description of the work to be provided by each subcontractor. This description should include the exact point in the health care waste management supply chain at which the subcontractor is engaged and the offeror's process and approach to handling waste custody.
 - A description of the existing or proposed legal relationship between the offeror and subcontractor. Documentation of existing relationships are required to be provided in Annex 2 to the technical proposal (see below).
 - Corporate capability and past performance write up for each proposed subcontractor, minimum of 2 pages but not to exceed 5 pages per subcontractor.
 - If proposing an incineration facility, please include the following additional information:
 - Incinerator system type and technology
 - Normal operating periods or cycles
 - Air pollution control equipment type and technology
 - Waste handling and incinerator loading system and equipment
 - Ash residue removal and handling system and equipment
 - Three (3) past performance references for proposed subcontractors. Past performance references should include the name, position, and contact information for an individual who can provide a reference. Please do **not** include a letter of reference.

Part 3.2: Qualifications (not to exceed 7 pages)

Offerors must include the following in order for the RFP response to be considered complete:

- Corporate Capabilities Statement
 - Provide evidence of overall capabilities, experience, and qualifications that cover the organization's history, scope, and range of services. Include information on major clients and service sectors.
 - Provide detailed information about the types and locations of waste treatment and disposal facilities.
 - Summary of experience and past performance specifically related to the below scope of work, as applicable to the offeror's bid:
 - Experience with the management, treatment, and disposal of non-hazardous (unusable medical products and unusable pharmaceutical products) wastes.

- Experience with the containerization, packaging, and transport of non-hazardous (unusable medical products and unusable pharmaceutical products), wastes in-country
 - Experience with the management, treatment, and off-site incineration of waste at disposal facilities
- Five (5) past performance examples with references
 - List five projects with the name of the client, the funder (if applicable), descriptions of the work and services provided as related to the scope of work in this RFP, and start and end dates
 - For each of the five projects listed, include one reference with the name, position, associated project, and contact information for an individual who can provide a reference. Please do **not** include a letter of reference.
 - Chemonics reserves the right to check additional references not provided by an offeror.
- Part 4: Annexes. There is no page limit on annexes to the technical proposal.

Annex 1: Certifications

- Review and complete the required certifications from Annex 2 of this RFP and include as a part of Annex 1 to the technical proposal.
- If proposing subcontractors, documentation of the existing legal relationship between the Offeror and subcontractor.
- If proposing the use of specific incineration facilities, copies of current government-issued license or authorization documentation (including third-party license, if applicable).

Annex 2: Key Personnel CVs

- Offerors must provide CVs for key personnel proposed.

Annex 3: Pricing Table for Waste Management Services - Annex 5 of this RFP

3. Cost Proposal

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

Non-Hazardous: Per World Health Organization (WHO) guidance on health care waste, non-hazardous waste is defined as waste that does not pose any biological, chemical, radioactive or physical hazard. This includes unusable pharmaceutical products and unusable medical products, with the exception of sharps (i.e. syringes, needles, disposable scalpels and blades).

Offerors must complete Annex 5, Pricing Table for Waste Management Services, also presented below. Additionally, please note that all cost categories must be inclusive of pricing for PPE, containers, and other packaging as applicable.

Category	Waste Type	Unit	Proposed Fixed Unit Rate (FUR) in USD
Waste Containerization at Storage Location	Non-hazardous	Per ton	

Pick Up & In-Country Transportation of Containerized Waste to In-Country Disposal Destination	Non-Hazardous	Per ton	
Treatment and Disposal/Destruction of Containerized Waste	Non-Hazardous	Per ton	
Total:			

Cost notes for each proposed fixed unit rates (FUR) are required. Offerors must state what cost components are included in each FUR.

The price of the subcontract to be awarded will be an all-inclusive fixed price. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items as well as a budget narrative. Please refer to Annex 2 for detailed instructions and a sample cost structure.

No profit, fees, taxes, or additional costs may be added after award. Because GHSC-PSM is a USAID funded project. No VAT and Duty payments will be covered under this contract. The Subcontractor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier.

The Subcontractor will be 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 will be 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.

I.8 Evaluation and Basis for Award

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

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

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	Technical know-how – Chemonics will assess whether the proposal indicates the Offeror’s proven record to effectively manage and oversee all aspects of cradle to grave health care waste management	10 points

	activities in an environmentally sound manner.	
	Approach and Methodology – Chemonics will assess whether the proposed program approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	10 points
	Sector Knowledge – Chemonics will assess whether the proposal demonstrates the Offeror’s health care waste management knowledge is comprehensive, transferrable, and scalable.	10 points
	Demonstrated ability to identify and navigate relevant regulations and requirements related to health care waste management and environmental safeguarding	10 points
	Experience coordinating and engaging with a wide range of stakeholders (i.e. government officials, healthcare providers, pharmaceutical suppliers and/or other partners)	10 points
Total Points – Technical Approach		50 points
Management, Key Personnel, and Staffing Plan		
	Proposed key personnel demonstrate the experience, expertise, and sector knowledge to complete the requirements of the segments on which the offeror bids	10 points
	Offeror’s key personnel (both technical and managerial) demonstrate a strong ability to balance activity technical requirements with procedural operational support	10 points
	Demonstrated ability to work effectively in both remote and in-person settings	5 points
Total Points – Management		25 points
Corporate Capabilities, Experience, and Past Performance		
	Offeror’s corporate capabilities demonstrate that the offeror possessed adequate resources, organizational knowledge, and organizational capacity to complete the segments on which the offeror bids.	15 points
	Offeror’s past performance and reference checks demonstrates that the offeror has successfully completed work of a similar size and scope.	10 points
Total Points – Corporate Capabilities		25 points

Total Points	100 points
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I.9 Negotiations

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

I.10 Terms of Subcontract

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

I.11 Insurance and Services

Within two weeks of signature of this subcontract, the Offeror at its own expense procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier 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 Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens or 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 AON Risk Insurance Services West, Inc. Address is: AON, 2033 N. Main St., Suite 760, Walnut Creek, CA 94596-3722. Point of contact is Fred Robinson: (o) 925-951-1856, fax: 925-951-1890, E-Mail: Fred.Robinson@aon.com. Subcontractor must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

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

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. 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

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

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

I. 12 Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to 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 II Background, Scope of Work, Deliverables, and Deliverables Schedule

II.1. Background

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Global Health and Supply Chain/Procurement Supply Management (GHSC-PSM) Project, under Prime Contract No. AID- OAA-I-15-00004; is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out waste management services in Zambia.

The GHSC-PSM project procures and distributes HIV, malaria, family planning, and maternal and child health commodities to 3,005 health facilities and 414 laboratories in Zambia. Key project activities include: Strategic Planning and Governance, Distribution Center Logistics, Logistics Systems Strengthening, and Decentralized Procurement

Within this operating context, the GHSC-PSM project is hereby soliciting submissions from qualified companies, firms, or organizations (Offerors) for the provision of a waste management (WM) services for the GHSC-PSM project Field Office in Zambia. A complete overview of the intended scope of work is presented herein Section II.2.

II.2. Scope of Work

Following this RFP, Chemonics anticipates awarding one Fixed Price Subcontract.

Objective

Chemonics' GHSC-PSM project incurred non-hazardous waste products that require safe disposal in an environmental sound manner. Per World Health Organization (WHO) guidance on health care waste, non-hazardous waste is defined as waste that does not pose any biological, chemical, radioactive or physical hazard. This includes unusable pharmaceutical products and unusable medical products, with the exception of sharps (i.e. syringes, needles, disposable scalpels and blades).

Chemonics seeks cradle to grave waste services from a qualified firm. The firm shall support product inventory, containerization, transport, and treatment and disposal in accordance with all Zambia environmental (e.g. ash residue, waste byproduct, air pollution controls, etc.) and health and safety (e.g. occupational hazards, etc.) regulations.

Place of Performance

Chemonics is seeking Offerors who can demonstrate strong qualifications in the area of health care waste treatment and disposal in Zambia. The waste is currently stored at ZAMMSA Lusaka Central Warehouse, located at Mukwa Road, Off Lumumba Road, Lusaka, Zambia. A full product waste list is included in Annex 6. All disposal activities are to be undertaken in Zambia.

Offerors are requested to attend a mandatory site visit under the section I.2. of this RFP to witness waste product details such as the commodity type, quantities, packaging status, etc.

. Scope Details

- Waste Identification and Inventorization

Offerors should coordinate with Chemonics' staff and/or partners to support initial waste stream type, any future packaging needs, and/or verify accurate waste inventory prior to any future

sorting and containerization activities in the lead up to vehicular transport from the point of origin.

Preliminary list of commodities available at the date of releasing the RFP is provided in Annex 6 for reference.

- Waste Containerization

Offerors should conduct the containerization and/or packaging of waste at warehouse and storage facilities, for the eventual pick-up and vehicular transport to an approved incineration facility. Chemonics staff and/partners overseeing warehouse and storage facilities will serve as the main point of contact to the Offeror, and it should be assumed that they would fully coordinate and cooperate with the Offeror, who will be responsible for the waste containerization process. The Offeror will be responsible for furnishing of all materials, which meet national standards and/or international best practices, that are required to facilitate the containerization process, prior to off-site transport.

- Pick-up and In-Country Transport of Containerized Waste

Offerors should oversee and facilitate the pick-up of containerized waste from warehouse and storage facilities for vehicular transport to an approved incineration facility. This task may include one or multiple of the following sub-tasks: usage of approved transport vehicles, adherence to standard loading and unloading safety procedures, preparation of vehicle routing plans, and/or the generation of necessary transport documentation distributed to appropriate stakeholders.

- Treatment and Disposal of Containerized Waste

Offerors should treat and dispose of containerized waste at an approved facility and be fully responsible for ensuring and documenting that the waste has been handled and processed in an environmentally sound manner, that adheres to national environmental regulations and procedures.

- Environmental, Health and Safety Compliance

Offerors shall be responsible for compliance with all applicable national and international environmental laws, conventions and regulations to safeguard the environment and human health and safety. Adherence to all applicable environmental processes and procedures—both formalized environmental mandates and informal environmental management best practices are required and shall be extended to any partners/subcontractors in which the Offeror chooses to engage.

II.3. Deliverables

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

Deliverable 1. Product Waste Containerization

- Repacked Product report for in-country transportation. The subcontractor will be expected to repack medical commodities into containers before transportation to the disposal location. All the commodities are currently on pallets and vendors will have a chance to review the packaging, quantity, type etc., during in-person site-visit.

Deliverable 2.2. Technical Documents

- Operational Plan for treatment, and disposal of Product Waste Scope of Work with a Gantt Chart that illustrates activity description, timeline, deliverable, (English).

Deliverable 3. Disposal Certificate

- At the end of the disposal exercise, the subcontractor should provide a Disposal Certificate issued by the Zambia Environment Agency (ZEMA) for all the disposed commodities. In the event that some products are incinerated under ZAMRA’s authority and supervision, the subcontractor should also provide a Certificate of disposal issued by ZAMRA for all the goods incinerated.

II.4. Deliverables Schedule

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

Deliverable No.*	Deliverable Name(s)*	Due Date
1.	Product Waste Containerization	TBD
2.	Technical Report: Operation Plan	TBD
3.	Disposal Certificate	TBD

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

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

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1, Changes—Fixed Price.

Section III Firm Fixed Price Subcontract (Terms and Clauses)

FIXED PRICE SUBCONTRACT

Between

**CHEMONICS INTERNATIONAL INC.
Hereinafter referred to as the Contractor or Chemonics**

And

(INSERT SUBCONTRACTOR NAME here)
Hereinafter referred to as the Subcontractor

For

(insert Contract Name here)

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

Subcontract number: *(insert Subcontract Number here) (from D365, if applicable)*

Start Date: *(insert date here)*

End Date: *(insert date here)*

Total Fixed price:

[insert amount here – local subcontracts must be in local currency. If total fixed price exceeds \$250,000 or 5% of the total prime contract value, CO consent is required per FAR 52.244-2. As Chemonics has an Approved Purchasing System, the project submits a notification to the CO to signal its intent to subcontract, instead of submitting a CO Consent Request (unless the project, at the request of its CO, agreed to continue submitting Subcontracting Consent Requests to the CO)].

ISSUED BY:

Chemonics International Inc.

1717 H Street, N.W.

Washington, D.C. 20006

ISSUED TO:

(INSERT SUBCONTRACTOR NAME AND ADDRESS)

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

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

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

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

For
 Chemonics International Inc.

For
 {Subcontractor’s name}

By:

By:

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

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

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

Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

The GHSC-PSM project procures and distributes HIV, malaria, family planning, and maternal and child health commodities to 3,005 health facilities and 414 laboratories in Zambia. Key project activities include: Strategic Planning and Governance, Distribution Center Logistics, Logistics Systems Strengthening, and Decentralized Procurement.

Management of expired and damaged medical products remains a major challenge for the Zambia Medicines and Medical Supplies Agency (ZAMMSA). There are challenges in waste management strategic planning, information systems, availability of functional infrastructure for proper waste disposal, lack of relevant standard procedures for reverse logistics of waste and the human resource capacity. These challenges have led to delays in disposal of expired medical products and their resultant accumulation at ZAMMSA's central warehouse located at Mukwa Road, Off Lumumba Road, Lusaka, Zambia.

After several discussions with USAID, the GHSC-PSM project has agreed to support ZAMMSA in implementation of the short-term solution to managing the expired and damaged medical products in Zambia.

A.2. Scope of Work

Chemonics' GHSC-PSM project incurred non-hazardous waste products that require safe disposal in an environmental sound manner. Per World Health Organization (WHO) guidance on health care waste, non-hazardous waste is defined as waste that does not pose any biological, chemical, radioactive or physical hazard. This includes unusable pharmaceutical products and unusable medical products, with the exception of sharps (i.e. syringes, needles, disposable scalpels and blades).

The subcontractor is responsible for cradle to grave waste services and shall support product inventory, containerization, transport, and treatment and disposal in accordance with all Zambia environmental (e.g. ash residue, waste byproduct, air pollution controls, etc.) and health and safety (e.g. occupational hazards, etc.) regulations.

The waste is currently stored at ZAMMSA Lusaka Central Warehouse, located at Mukwa Road, Off Lumumba Road, Lusaka, Zambia. A full product waste list is included in Annex 6. All disposal activities are to be undertaken in Zambia.

Scope Details

- Waste Identification and Inventorization

Offerors should coordinate with Chemonics' staff and/or partners to support initial waste stream type, any future packaging needs, and/or verify accurate waste inventory prior to any future sorting and containerization activities in the lead up to vehicular transport from the point of origin.

Preliminary list of commodities available at the date of releasing the RFP is provided in Annex 6 for reference.

- Waste Containerization

Offerors should conduct the containerization and/or packaging of waste at warehouse and storage facilities, for the eventual pick-up and vehicular transport to an approved incineration facility. Chemonics staff and/partners overseeing warehouse and storage facilities will serve as the main point of contact to the Offeror, and it should be assumed that they would fully coordinate and cooperate with the subcontractor, who will be responsible for the waste containerization process. The Offeror will be responsible for furnishing of all materials, which meet national standards and/or international best practices, that are required to facilitate the containerization process, prior to off-site transport.

- Pick-up and In-Country Transport of Containerized Waste

Offerors should oversee and facilitate the pick-up of containerized waste from warehouse and storage facilities for vehicular transport to an approved incineration facility. This task may include one or multiple of the following sub-tasks: usage of approved transport vehicles, adherence to standard loading and unloading safety procedures, preparation of vehicle routing plans, and/or the generation of necessary transport documentation distributed to appropriate stakeholders.

- Treatment and Disposal of Containerized Waste

Offerors should treat and dispose of containerized waste at an approved facility and be fully responsible for ensuring and documenting that the waste has been handled and processed in an environmentally sound manner, that adheres to national environmental regulations and procedures.

- Environmental, Health and Safety Compliance

Offerors shall be responsible for compliance with all applicable national and international environmental laws, conventions and regulations to safeguard the environment and human health and safety. Adherence to all applicable environmental processes and procedures—both formalized environmental mandates and informal environmental management best practices are required and shall be extended to any partners/subcontractors in which the Offeror chooses to engage.

A.3. Deliverables

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

Deliverable 1. Product Waste Containerization

- Repacked Product report for in-country transportation. The subcontractor will be expected to repack medical commodities into containers before transportation to the disposal location.

Deliverable 2. Technical Documents

- Operational Plan for treatment, and disposal of Product Waste Scope of Work with a Gantt Chart that illustrates activity description, timeline, deliverable, (English).

Deliverable 3. Disposal Certificate

- At the end of the disposal exercise, the subcontractor should provide a Disposal Certificate issued by the Zambia Environment Agency (ZEMA) for ALL the disposed commodities. In the event that some products are incinerated under ZAMRA's authority and supervision, the subcontractor should also provide a Certificate of disposal issued by ZAMRA for all the goods incinerated.

A.4. Deliverables Schedule

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

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	Product Waste Containerization	TBD
2	Technical Report: Operation Plan	TBD
3	Disposal Certificate	TBD

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

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

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

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

Reporting and Technical Direction

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

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

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to the Country Director or other authorized project staff member.

Period of Performance

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

(designate receiving person) in accordance with the schedule stipulated therein.

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

Subcontract Fixed Price, Invoicing and Payment

D.1. Subcontract Fixed Price

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

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$XX,XXX	1. Product Waste Containerization
2. \$YY,YYY	2. Technical Report: Operation Plan
3. \$YY,YYY	3. Disposal Certificate

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

D.2. Invoicing

Upon technical acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, by the Chemonics representative identified herein, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in (choose either US dollars or specify a local currency if this is a local subcontract), per Section D.1., above; and d) payment information corresponding to the authorized account listed in D.3, below.

D.3. Payment Account Information

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

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

Bank name: (INSERT Subcontractor's bank name)

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

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

D.4. Payment

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics'

approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in (choose either US dollars or specify a local currency if this is a local subcontract) , paid to the account specified in Section D.3.

Branding Policy

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

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

(a) The authorized geographic code for procurement of goods and services under this subcontract is 935.

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

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

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

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

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

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

Intellectual Property Rights

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign

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

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

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

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

Indemnity and Subcontractor Waiver of Benefits

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

Compliance with Applicable Laws and Regulations

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

(b) This contract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal

Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

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

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

Privity of Contract and Communications

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

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

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

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

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

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to

- Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or
- (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
 - (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
 - (c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

- 1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.
- 2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

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

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

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

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

Set-Off Clause

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

Assignment and Delegation

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

Organizational Conflicts of Interest

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

Gratuities and Anti-Kickback

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

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

Terrorist Financing Prohibition/ Executive Order 13224

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

Restrictions on Certain Foreign Purchases (FAR 52.225-13)

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

Chapter V), would prohibit such a transaction by a U.S. person, as defined by law.

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

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

Compliance with U.S. Export Laws

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

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

Compliance with U.S. Anti-Corruption Regulations

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

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality

thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or

- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Subcontract “foreign official” means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the “government” includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government.

Subcontractor Performance Standards

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor’s industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Subcontractor shall provide the services of qualified personnel through all stages of this subcontract. Subcontractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Subcontractor shall perform the services as an independent Subcontractor with the general guidance of Chemonics. The Subcontractor’s employees shall not act as agents or employees of Chemonics.

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

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

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

(d) Evaluation of the Subcontractor’s overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract on an annual basis. These reviews will be used to help determine the Subcontractor’s suitability for future subcontracts. The Subcontractor will be evaluated for:

Quality and timeliness of work. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.

Responsiveness to Chemonics' requests. Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.

Quality of financial management. Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.

Quality of subcontract administration. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

Subcontractor Employee Whistleblower Rights

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

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

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

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

a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, Chemonics is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.

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

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

(c) Impracticality of Registration.

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

(d) Remedy.

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

Miscellaneous

- (a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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) (JUL 2014)

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

(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.

(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.

(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.

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

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

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

(2) Exceptions:

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

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

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

Section YY. Security

(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.

Section YYY. Standard Expanded Security

The Subcontractor shall be responsible for initiating, undertaking and supervising all safety and security precautions and programs in connection with the services to be provided pursuant to this Subcontract. The Subcontractor shall undertake affirmative actions to assure that adequate safety and security precautions and programs are implemented in all phases of performing services, production, control and distribution including by way of example but not limited to: (i) electronic data processing and information systems, (ii) physical security of plant, production, records and inventory, (iii) production control and control of inventory, (iv) control of distribution systems and (v) control of labor, including employees and officers of the Subcontractor, agents, contract or temporary employees and subcontractors. The Subcontractor shall comply with all applicable laws, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. The direction, advice or input by Chemonics with respect to security precautions and programs in connection with the services to be provided shall not relieve the Subcontractor of the responsibility for establishing and maintaining such security precautions.

The Subcontractor shall implement and maintain adequate information security measures to protect against unauthorized access to or use of Users' Data in accordance with the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder, including without limitation: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Users' Data to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Users' Data, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Users' Data where unauthorized individuals may

reasonably foreseeably have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to Users' Data; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when the Subcontractor detects unauthorized access to information systems, including immediate reports to Chemonics; (viii) measures to protect against destruction, loss or damage of Users' Data due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training of staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) reporting to Chemonics on the results of its audit evaluations of the Subcontractor's information security systems and procedures.

The Subcontractor will provide documentation of its security measures in form satisfactory to Chemonics as part of audit obligations under this subcontract. If the Subcontractor becomes aware of any unauthorized access to or unauthorized use of Chemonics's data by a person (other than Chemonics, its affiliates, any of their respective employees or any of their other agents (i.e., an agent that is not the Subcontractor or an agent of the Subcontractor) accessing such systems through the service provider or its agents or has reason to believe that such unauthorized access or use will occur, the Subcontractor will promptly at its expense: (i) notify Chemonics in writing; (ii) investigate the circumstances relating to such actual or potential unauthorized access or use; (iii) take commercially reasonable steps to mitigate the effects of such actual or potential unauthorized access or use and to prevent any reoccurrence.

Section YYYY. Privacy Shield

For purposes of compliance with the EU-US Privacy Shield Framework ("Privacy Shield"), the Subcontractor agrees that it shall maintain the implementation of a data protection program which conforms to the same level of protection as is required by the Privacy Shield. To this end the Subcontractor shall:

1. Devise appropriate systems and procedures to ensure that its processing of the Personal Information is protected against unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and does not place Chemonics in breach of any of the privacy laws, which may include, without limitation, The Fair Credit Reporting Act, The Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the EU Directive 95/46/EC, the Regulation (EU) 2016/679, and EU Directive 2002/58/EC (collectively: "Privacy Laws");
2. Promptly refer to Chemonics any requests, notices or other communication from data subjects, the national data protection authority established in the jurisdiction of Chemonics, or any other law enforcement authority, for such Chemonics to resolve;
3. Provide such information to Chemonics and take such action as Chemonics may reasonably require, and within the timeframes reasonably specified by Chemonics, to allow Chemonics to:
 - a) Comply with the rights of data subjects in relation to the Personal Information, as required by law, including (where applicable) subject-access rights and rights of rectification, or with notices served by a national data protection authority; and gain access to information enabling Chemonics to supervise the processing of the Personal Information by the Subcontractor;
 - b) Take all reasonable steps to ensure the reliability of any the Subcontractor employees, or other personnel, who have access to the Personal Information; and
 - c) Respond to any investigation, inquiry, notice, or similar action by a regulator with proper jurisdiction over the processing of Personal Information undertaken by the Subcontractor.
4. Not transfer any Personal Information from the EU to any country outside of the EU (nor to any subcontractor located outside of the EU) without (i) putting in place appropriate legal safeguards for

the protection of such Personal Information, (ii) if required by applicable law, entering into a data transfer and/or processing agreement with each Chemonics affiliate, consistent with the requirements of applicable Law, and (iii) obtaining the prior written consent of Chemonics; and

5. Only collect, use, disclose, or otherwise process Personal Information upon instruction of Chemonics.

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

Z.1 INCORPORATION OF FAR AND AIDAR CLAUSES

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

Z.2 GOVERNMENT SUBCONTRACT

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

Z.3 NOTES

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

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the

- USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
 7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
 8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

Z.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

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

Z.5 PROVISIONS INCORPORATED BY REFERENCE

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold, (Note 1 applies)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the

Clause Number	Title	Date*	Notes and Applicability
			Inspector General, with a copy to the Contracting officer.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than the simplified acquisition threshold
<u>52.204-06</u>	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	OCT 2018	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
<u>52.204-23</u>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<u>52.204-25</u>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies.)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.

Clause Number	Title	Date*	Notes and Applicability
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</i>
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	AUG 2018	Applies if this Subcontract > \$ \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands;
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES.	JUL 2014	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S by employees recruited outside the United States

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts above the simplified acquisition threshold. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	JAN 2019	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold except for a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties.
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.

Clause Number	Title	Date*	Notes and Applicability
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	OCT 2015	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for

Clause Number	Title	Date*	Notes and Applicability
			reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.

Clause Number	Title	Date*	Notes and Applicability
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value.
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)

Clause Number	Title	Date*	Notes and Applicability
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

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

Subcontractor Name:
Subcontract or Sub-Task Order Number:
Subcontract or Sub-Task Order Start Date:
Subcontract or Sub-Task Order Value:

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

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

Yes No

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

(i) **Subcontractor DUNS Number:**

6)

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

7)

8) Yes No

9)

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

10)

11) Yes No

12)

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

13)

14) Yes No

15)

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

16)

17) 1. Name: _____

18)

Amount: _____

19)

20) 2. Name: _____

21)

Amount: _____
22)
23) 3. Name: _____
24)
Amount: _____
25)
26) 4. Name: _____
27)
Amount: _____
28)
29) 5. Name: _____
30)
Amount: _____
31)

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

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

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

Z.7. REPRESENTATIONS AND CERTIFICATIONS

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

Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

[End of Subcontract]

Annex 1 Cover Letter

[Offeror: Insert date]

[Insert name of point of contact for RFP]
[Insert designation of point of contact for RFP]
[Insert project name]
[Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]
[Insert project office address]

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

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

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

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

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

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

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

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

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

Sincerely yours,

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

Annex 2 Guide to Creating a Financial Proposal for a Fixed Price Subcontract

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

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

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

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

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

1. Salaries
2. Indirect costs
3. Any other costs applicable to the work
4. DBA – see clause I. 11

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

Step 4: Write Budget Narrative. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

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

Sample Budget

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

Design, Production, and Distribution of Communications Materials to District Courts			
Deliverable	Base	Rate	Total
Deliverable No. 1: Draft Communication Materials			
Design Specialist (daily rate)	6	\$400	\$2,400
Operations Manager (daily rate)	3	\$500	\$1,500
Software Lisence	1	\$1,500	\$1,500
<i>Total, Deliverable 1</i>			\$5,400
Deliverable No. 2: Printed Communication Materials			
Design Specialist (daily rate)	3	\$400	\$1,200
Operations Manager (daily rate)	2	\$500	\$1,000
Pamphlet Paper	500	\$2	\$1,000
Printing Ink	1	\$1,000	\$1,000
<i>Total, Deliverable 2</i>			\$4,200
Deliverable No. 3: Proof of Distribution of Materials to Districts 1-4			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 3</i>			\$3,525
Deliverable No. 4: Proof of Distrubtion of Materials to Districts 5-8			
Operations Manager (daily rate)	1	\$500	\$500
Logistics Manager (daily rate)	4	\$200	\$800
Truck Rental and Fuel	1	\$2,000	\$2,000
Per Diem for Logistics Manager	3	\$75	\$225
<i>Total, Deliverable 4</i>			\$3,525
Grand Total			\$16,650

[Instructions: Remember to insert any specific cost guidance or requirements. Reference any applicable sections in the RFP that include cost instructions. For example, "customs duties or VAT may not be included in the cost proposal"]

Annex 3 Required Certifications

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
(FFATA) SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION**

Prime Contract

Insert Prime Contract Name

Insert Prime Contract Number/Task Order Number

Subcontractor Data

Insert Subcontractor Name

Insert Subcontractor AddressLine1

Insert Subcontractor AddressLine2

Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other

Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country

Subcontract Number: INSERT SUBCONTRACT NUMBER

Start Date: INSERT SUBCONTRACT START DATE

Subcontract Value: INSERT SUBCONTRACT VALUE

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

Yes No

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

(i) Subcontractor DUNS Number: Insert DUNS on record

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

\$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

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

Yes No

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

Yes No

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

1. Name: _____

Amount: _____

2. Name: _____

Amount: _____

3. Name: _____

Amount: _____

4. Name: _____

Amount: _____

5. Name: _____

Amount: _____

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

Signature and Title (required) Date

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

(1) Salary and bonus.

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

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

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

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

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

**“Executive” means officers, managing partners, or any other employees in management positions.

Annex 4 DUNS and SAM Registration Guidance

What is DUNS?

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

Why am I being requested to obtain a DUNS number?

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

Is there a charge for obtaining a DUNS number?

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

How do I obtain a DUNS number?

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

What information will I need to obtain a DUNS number?

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

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

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

How long does it take to obtain a DUNS number?

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

Are there exemptions to the DUNS number requirement?

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

What is CCR/SAM?

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

When should I register in SAM?

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

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

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

Why should I register in SAM?

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

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

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

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

https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

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

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

What data is needed to register in SAM?

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

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

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

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

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

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

Annex 5 Pricing Table for Waste Management Services

Please note that all cost categories must be inclusive of pricing for PPE, containers, and other packaging as applicable.

Category	Waste Type	Unit	Proposed Fixed Unit Rate (FUR) in USD
Waste Containerization at Storage Location	Non-hazardous	Per ton	
Pick Up & In-Country Transportation of Containerized Waste to In-Country Disposal Destination	Non-Hazardous	Per ton	
Treatment and Disposal/Destruction of Containerized Waste	Non-Hazardous	Per ton	
Total:			

Annex 6 The List of the Non-Hazardous Waste

Table 1. Medical Commodities

Product Description	Quantity
Beclomethasone 50mcg Inhaler	40
Amlodipine 5mg tab	20
Losartan Potassium and Hydrochlorothiazide	10
Metformin Bp 500mg Tab	50
Artesunate 60mg injection	20
Sulphadoxine / Pyrimethamine 500/25mg Tab	0
Ethinylestradiol/Levonorgestrel blister of 28 X 3s	336
Magnesium Sulphate Inject 50% 500mg	0
Chlorpheniramine maleate 4mg tab	16
Atropine sulphate 0.6mg/ml injection	0
Latanoprost/timolol Maleate Eye drop 2.5ml	1
Oxytocin Bp 10 1.u/ml inject	50
Dolutegravir/Lamivudine/Tenofovir 50/300/300 MG	4312
CD4 Reagent test kits	20
Cobas c111 ALTL	10
Cobas c111 BILT3	2
Examination Gloves Large	60
Examination Gloves Medium	630
Water for Injection	30
MOPS (Yash covid) CT00305392	10
Dihydroartemisinin/Piperaquine Phosphate 20/160 mg 3s	347
Dihydroartemisinin/Piperaquine Phosphate 40/320 mg 3s	1273
Dihydroartemisinin/Piperaquine Phosphate 40/320 mg 9s	2783
Tenofovir/Lamivudine/Efavirenz 300/300/400 MG	326

Tenofovir/Alafenamide/Emtricitabine Dolutegravir 200/25/50 mg	0
Covid Front Line Kit	10
Chlorine Liquid 250mls	7
Face Mask KN95	100
Surgical Face Mask	796
Sodium Hypochlorite (Jik) 750ml	6
Liquid detergent 750ml	5
Hand Sanitizer 400ml	8
Hand Sanitizer 100ml	22
Disposable Medical Mask	200
ABX Pentra N Control	2
ABX Pentra Glucose	3
ABX Pentra Multical	2
Disposable Face Mask	620
Lopinavir/Ritonavir 40/10 mg Granules	9
Dolutegravir 50MG	190
Nevirapine susp 50mg/5ml,100ml	96
Abacavir/Lamivudine 120/60 mg	384
Lopinavir/Ritonavir 200/50 mg Tab	110
Atazanavir/Ritonavir 300/100 mg Tab	32
Lamivudine/zidovudine 150/300 mg	720
Lamivudine/zidovudine 30/60 mg	18
Lopinavir/Ritonavir 100/25 mg Tab	50
BP Machines	1
Timers	1
Manual Thermometers	1
Hand Snitiser 2.5L	2
Hand Wash (Liquid soap) 500ml	6

Tenofovir/Lamivudine300/300mg	120
TOTAL	13,867

Table 2. Medical Commodities

SKU	SKU Description	Quantity
ARV0011	Lamivudine 150mg Tablet (60)	1829
ARV0020	Lopinavir/Ritonavir 80/20mg 60ml Suspension (1)	738
CAN0118	Vincristine Sulphate 2mg/ml Injection	36
CAN0119	Doxorubicin HCL Liposomal, 50MG/25ML INJ	2800
CAN0126	Temozolomide 180mg Capsule	136
CRD0019	Suture Silk Non-Absorbable 2/0 Rb (W333h)	72
EM0618	Vinblastine Sulphate 10mg/10ml	150
EM1216	Fluorouracil	2500
DEN0114	Dental X-ray Fixer	1
EM0087	Chloramphenicol (sodium succinate),100ml 125mg/5ml suspension	6100
EM0096	Chlorpheniramine Maleate 4mg Tablet	1
EM0109	Ciprofloxacin(lactate),100ml 2mg/ml injection(1)	1356
EM0130	Co-Trimoxazole 480mg tablet(1000)	36
EM0191	Erythromycin Ethyl Succinate 100ml 125mg/5ml Suspension (1)	5
EM0237	Haloperidol (1000)	1250
EM0285	Loperamide	2043
EM0404	Ranitidine	48
EM0415	SALBUTAMOL	5
EM0478	Cefotaxime sodium inj, 1g vial	305
EM0479	Metronidazole 100ml 5mg/ml injection(1)	5780
EM0511	Diazepam inj BP 5mg/ml, 2ml amp (10)	5
EM0541	Pancuronium Bromide 2mg/ml injection (10)	277

EM1049	Magnesium Sulphate, Inj 50% 500mg/ML, 10ml Amp(10)	118
EM1209	Dextrose in Normal Saline 500ml 0.9%(24)	3
EM1271	Losartan + Hydrochlorthiazide 50mg/12.5mg Tablet	7
EM1530	Sun Screen (UV Sun Block) - SPF 45	48
EM1532	Sodium Divalproex 500mg(30)	55111
EM1559	Insulin,10ml Vial 100iu/MI	31
EM1586	Anti-Tetanus Toxoid	19
EM1684	Chloramphenicol Ophthalmic Solution 5ml	40
HTK0002	Determine HIV 1/2 Rapid Test inc chase buffer(100)	3
IMAG0006	FIXER FOR AUTO PROCESSING, 2X20 LITRES	104
IMAG0117	DEVELOPER FOR MANUAL PROCESSING CONC 6 X 1LTR	6
IMAG0152	ENVELOPES FOR X-RAY FILM SIZE18X43CM (100)	63
IMAG0170	DEVELOPER FOR AUTO PROCESSING CONC, 2X20 LITRES	154
IMAG0196	Developer For Manual Processing, 2 X 5 Litres	70
LAB0003	Sysmex Poch 100i eight check - Normal, 12 x 1.5ml	12
LAB0004	Sysmex Poch 100i eight check - High, 12 x 1.5ml	5
LAB0005	ABX Miniclean,1L	1096
LAB0018	BD Facs Count Control,25 Tests	29
LAB0025	BD Calibrite 3 colour beads, 25 Tests	5
LAB0063	DbS Cards - Whatman Proteinsaver Card 903(100)	405
LAB0115	BD Facs Lysing solution, 100mls	9
LAB0162	Methylene blue powder, 25g	4
LAB0219	Sterile Swab	1219
LAB0224	Plain Red Blood Collection tubes with a Vacuum, 100 pieces	808
LAB0254	Urine Reagent Strips, 10 Parameters(100)	21
LAB0300	CALIBRITE 3 CE 25 TESTS	97
LAB0312	Blood Lancets (100)	246
LAB0415	Trucount Control 30t Ce	163

LAB0448	Papanicolaou stain OG-6 , 1 L	28
LAB0498	Humalyzer Cuvettes(100)	140
LAB0525	BD Facscount % CD4 reagent kit, 50 Tests	37
LAB0573	Sysmex 1000i/1800i/2000i Sulfolyser, 5L	159
LAB0575	Sysmex 1000i/1800i/2000i: Stromatolyser 4DS, 3 x 42ml	38
LAB0578	Sysmex 1000i/1800i/2000i: Cell Pack, 20L	555
LAB0604	HUMAN: FERTITEX MONO HCG AGGLUTINATION (PREGNANCY	346
LAB0613	Sysmex 1000i/1800i/2000i XT e-check control-Low, 8 x 4.5ml	5
LAB0614	Sysmex 1000i/1800i/2000i XT e-check control-Normal, 8 x 4.5ml	3
LAB0615	Sysmex1000i/1800i/2000iXT e-check control-High, 8 x 4.5ml	7
LAB0668	PIMA CD4 Catridges, 100 Tests	192
LAB0718	Pipette Tips, Non Felte	264
LAB0731	ABX PENTRA C200: AST CP 250T	73
LAB0978	Gordon Mcleod Oxidase, 100ml	40
LAB1022	Formalin,500ml	11
LAB1024	Sterile Swab Wood Cotton Tip	342
LAB1076	Sysmex Poch 100i eight check-Low, 12 x 1.5ml	5
LAB1127	Sysmex XN 550-fluorocell WDF, 22L	1
LAB1130	Sysmex Xn-Fluorocell Wdf 22ml(2)	8
LAB1162	Humalyte Plus 3 - reagent pack ,1000mls	4
LAB1171	Humalyte Plus 3-QC solution 100mls	3
LAB1499	Antibiotic Sensitivity Disc,Furazolidone 100 Ug	43
LAB1549	ANTIBIOTIC SENSITIVITY DISC, COLISTIN 10UG	22
LAB1632	Cobas C111: ALT (GPT) 4x100 Tests	5
LAB1735	CobasTaqmanAmpliprep,SpecimenPre-Extractionreagent(Specs)	7
LAB1748	ABX Pentra C200: Bilirubin Direct 250 Tests	158
LAB1752	ABX Pentra C200: Glucose CP, 250 Test	3
LAB1757	Abx Minotrol Twin-Pack, Low 2 X 2mls	4

LAB7736	CobasTaqman48/96:KITCAP-G/CTMHIV-1v2.0Quantitative,48Tests	836
LAB7759	DBS Bundle Kit 50 Single Use	86
LAB7800	Transwab With Plain Medium (125)	494
LAB7811	Sysmex: Xn-Cell Pack Dcl, 20l	136
LAB7813	Salmonella Antiserum O Poly A-I+Vi 5ml	13
LAB7821	Cobas C111: Nacl Diluent 9% (04774230 190)	75
LAB7847	Cobas 4800 System Lysis Kit.960T	41
LAB7848	Cobas 4800 Hiv-1 Ce Ivd (Quantitative)	41
LAB7851	Glucose Test Strips Sd Biosensor,50 Strips	978
LAB7862	Stromatolyser-Wh,500ml X 3	33
LAB7866	Humalyte Plus Reagent Pack With Sample Cups	21
MAL0001	Artemether + Lumefantrine 20/120 mg (6) Tablet(30)	432
MAL0010	Quinine Sulphate,Sugar coated 300mg Tablet	9
MAL0005	Quinine Di-HCL, 300mg/ml Amp IV injection	4
CRD0032	SUTURE SILK NON ABSORBABL3/0 R/C W328H	35
CRD0035	Suture Silk Non Absorbable 2/0	9
MS0102	SyringeDisposable10ml WithoutNeedle	100
MS0161	Syringe, with Needle 22G	470
MS0185	SuctionTube/CatheterDiameterCh.12,Disposable	30
MS0360	Suture Chromic Catgut 2/0 Round Bodied	25
MS0363	Suture Catgut Chromic Gauge 3/0 R/B (T/P)	9
MS0666	Flexible Clear Plastic Face Shield	500
MS1068	Suture Chromic Catgut Absorbable 2/0 Cutting Ndle	1199
MS1072	Suture Polypropylen Non Absorbable 5/0 R/B Ndl	7
MS1073	Suture Polypropylen Non Absorbable 5/0 Cuting Ndl	217
MS1074	Suture Polypropylene Non-Absorbable 4/0 R/B	209
MS1087	Suture Poliglecaprone 25 4/0	18
MS1110	Nova Clip 11MM (1)	3

MS1112	Nova Clip 13MM(1)	1
MS2158	Blood Collection Needle 21g X 1(Multi Sample)(100)	16
MS2167	Dial-A-Flow (Flow Rate Regulator)- Adult	96
MS2253	NASAL GASTRIC FEEDING TUBE	3
SUT0007	ChromicCatgutnaturalabsorbablesuture3/0gauge1/2curveNeedle26mmcuttingNeedle	250
SUT0014	ChromicCatgutnaturalabsorbablesuture2gauge1/2curvedNeedle48mmR/B	86
SUT0018	Silk,1/2curveNeedle90mmCuttingNeedle	174
SUT0020	Silk,1/2curveNeedle31mmR/Bsuturelength70cm	400
SUT0023	Silk,1/2curveNeedle80mmcuttingNeedlesuturelength70cm	50
SUT0030	Silk,3/8curveNeedle26mmrevCuttingsuturelength70cm	300
SUT0035	Nylonmonofilamentnon?absorbablesuture7/0gauge3/8curveNeedle16mmcuttingNeedle	8
SUT0037	Nylonmonofilamentnon?absorbablesuture5/0gauge,3/8curveNeedle16mmRoundBodied	36
SUT0043	Nylonmonofilamentnon?absorbablesuture2/0gauge,3/8curveNeedle31mmRoundBodied	450
SUT0045	Nylonmonofilamentnon?absorbablesuture0gauge,1/2curveNeedle40mmR/B	255
SUT0055	Vicryl(Polyglactine)braidedsyntheticabsorbablesuture,3/8curveNeedle17mm	2
SUT0070	Vicryl (Polyglactine) braided synthetic absorbable suture, 2R/C (12)	1
THT0001	Suture Nylon Monofilament Non Absorbable 3/0 R/B	345
THT0002	Suture Nylon Monofilament Non Absorbable 4/0 Rb	500
THT0003	Nylon 6/0 Cn	149
THT0007	Suture Silk Non-Absorbable 3/0 Cutting Needle	180
THT0008	Suture Silk Non-Absorbable 3/0 Rb Needle	1200
THT0013	Suture Nylon Non-Absorbable 3/0, Cutting Ndle	1150
RN0030	Fresenius: Av set Fmc 5008	1600
RN0032	Fresenius: Bi-Bag 5008 650g	1
RN0034	Fresenius: Capd Disinfectant. Cap Ss	7200
RN0036	Fresenius: Capd2 Stay Safe 2000ml 4pb 1.5%	51
RN0124	Fresenius:Renal Acid(Smartbag 211.75) SKF 213 HC	4
RN0125	Fresenius: Renal Acid (SMARTBAG 211.25) SKF 219 LC	104

RN0151	TEMPORARY CATHETER 15CM	2
RN0157	Fresenius:AV-Set Online Plus 5008-R	6
TB0045	Rifampicin/Isoniazid/Ethambutol 150/75/275mg Tablet(672)	144
TB0048	Rifampicin/Isoniazid/Pyrazinamide/Ethambutol 150/75/400/275mg Tablet(672)	216
EM0639	Kanamycin 1g injection	1
EM0801	Kanamycin, Dry Pwd For Inj, 1g Vial(10)	17
TOTAL		108900

Table 3. Medical Commodities

SKU	SKU Description	Quantity
ARV0016	Lamivudine/Zidovudine 150/300mg Tablet(60)	10
ARV0018	Lopinavir/Ritonavir 200/50mg Tablet(120)	672
ARV0020	Lopinavir/Ritonavir 80/20mg 60ml Suspension(1)	20,145
ARV0032	Tenofovir/Emtricitabine 300/200mg Tablet(30)	5,184
ARV0065	Lamivudine/Tenofovir 300/300mg Tablet(30)	2,210
ARV0077	Dolutegravir/Lamivudine/Tenofovir 50/300/300mg Tablet(30)	54,435
ARV0082	Dolutegravir/Lamivudine/Tenofovir 50/300/300mg Tablet(90)	84
CAN0127	Anastrozole 1mg tab (30)	138
CAN0133	Doxazocin 8mg Tablet (30)	3,000
EM1232	Anti RHO-D Monoclonal 300mcg	6,543
EM1239	Anastrozole 1mg Tablet(28)	2,167
DEN0008	Composeal Tubes 2x4g	6
DEN0129	Alginate Powder 450g	45
EM0556	Aminophylline 25mg/ml injection(1)	0.9
EM0011	Acyclovir Eye 4.5g3% eye ointment(1)	14
EM0032	Amoxicillin(trihydrate)250mg Capsule	1

EM0033	Amoxicillin(trihydrate)100ml 125mg/5ml Suspension	105
EM0062	Benzyl Penicillin Sodium 5 Mega injection (50)	6,998
EM0082	Cephalexin 100ml 125mg/5ml suspension	72
EM0103	Chlorpromazine Hcl Tablet, 25mg	1,504
EM0109	Ciprofloxacin(lactate),100ml 2mg/ml injection(1)	1,777
EM0120	Cloxacillin 250mg caps(1000)	23
EM0122	Cloxacillin(sodium)500mg injection	5,472
EM0130	Co-Trimoxazole 480mg tablet(1000)	192
EM0163	Diazepam 2ml5mg/ml inj (100)	172
EM0164	Diazepam 5mg Tablet (100)	17,766
EM0179	Enalapril 10mg Tablet	444
EM0195	Erythromycin Stearate 250mg tablet	33
EM0238	Halothane Inhalation, Volatile Liquid 250ml/btl Inhalation(1)	1,485
EM0250	Hydrocortisone 100mg injection(50)	1
EM0285	Loperamide	793
EM0435	Tetracycline Eye Ointment 1% eye ointment (1)	986
EM0470	Insulin Short Acting Sol 10ml Vial 100IU Inj(10)	175
EM0474	Dextrose 50%, Inj 50ml Vial(20)	1
EM0511	Diazepam inj BP 5mg/ml, 2ml amp (10)	8
EM0524	Co-Trimoxazole,100ml 240mg/5ml suspension	9
EM0536	Hydrocortisone Cream, 1% 15g tube	159
EM0645	Enalapril 5mg Tablet	87,152
EM0696	Ciprofloxacin HCL USP, 5ml 0.3% eye drops	54
EM0795	Thiopental Sodium, Pwd For Iv Inj, 0.5g 10ml Vial(10)	4
EM0852	Ceftriaxone, PWD for Inj 1G vial (1)	4,322
EM0864	Phenoxymethyl Penicillin (As Pot Salt)Dry Pwd Susp.(1)	112
EM0938	Hydrochlorthiazide 25mg tablet	19,470
EM0951	Zinc Sulphate 10mg Tablet	18

EM0963	Naloxone 40mcg Injection	42
EM1019	TimololDrop 0.5% eye drops	644
EM1062	Sodium Chloride (Normal Saline) 0.9% 500ml (1)	1
EM1165	Cloxacillin 125mg/5ml suspension 100mlbottle	309
EM1212	Losartan Pottassium 25mg Tab (100)	402
EM1213	Amiodarone HCL 100mg Tablet	159
EM1220	Isosorbide dinitrate 5mg Tablet	5,414
EM1518	Gancyclovir 0.15%,5g Ophthalmic Eye Gel(50)	3,000
EM1519	Phenobarbiton Injection 200mg/ml,2ml Amp	689
EM1525	Phenobarbitone Injection 200mg/ml, 2ml Amp	98
EM1530	Sun Screen (UV Sun Block) - SPF 45	1,056
EM1539	Dextrose in Normal Saline 500ml,0.9% (1)	10
EM1541	Sevoflurane,250ml(6)	1
EM1552	Azithromycin Susp 200mg/5ml, 15ml Syrup	8
EM1561	Sevoflurane,250ml(1)	95
EM1562	Doxycycline 100mg,Capsules	295
EM1568	Insulin Intermediate & Short Acting 3ml, Pen	4
EM1585	Diltiazem Hcl,2% W/W Gel	1,500
EM1608	Cefotaxime Inj,250mg	109
EM1609	Dexamethasone/Neomycin Eye Drops 10ml	11,241
EM1622	Dextrose 5% Plus Sodium Chloride 0.9% 500ml (35)	1
EM1626	Dextrose 5%,500ml	292
EM1628	Sodium Bicarbonate 120g	96
EM1635	Gabapentine 300mg Cap	61
EM1643	Diclofenac Sodium 75mg Amp	3,136
EM1647	Ceftriaxone Sodium IV,1g (1)	58
EM1649	Azithromycin 200mg/5ml,Powder For Susp	3
EM1651	Diclofenac Sodium 50mg Tab	3

EM1652	Omeprazole Sodium 40mg (1)	364
EM1654	Phenytoin Sodium 250mg /5ml	86
EM1656	Metformin Hcl 500mg	33
EM1660	Amoxicillin/Clavulanic 312mg/5ml,Susp 100ml	77
EM1664	Amoxicillin/Clavulanic 400mg/5ml,Powder For Susp	8
EM1671	Diclofenac Sodium 50mg Tab	32
EM1672	Diclofenac Sodium 75mg/3ml,IV (5)	2
EM1673	Ranitidine Hcl 50mg/2ml,Amp	104
EM1675	Amoxicillin/Clavulanic Acid 1g	23
NCEM0094	PLUMPY NUT FOOD SUPPLEMENT	83
NP0004	Plumpy Nut Paste(150)	72
HTK0002	Determine HIV 1/2 Rapid Test inc chase buffer(100)	1,288
IMAG0001	Barium Sulphate (White Powder) 1kg	65
IMAG0006	FIXER FOR AUTO PROCESSING, 2X20 LITRES	103
LAB0003	Sysmex Poch 100i eight check - Normal, 12 x 1.5ml	2
LAB0004	Sysmex Poch 100i eight check - High, 12 x 1.5ml	2
LAB0005	ABX Miniclean,1L	418
LAB0020	BD Facs Clean Solution, 5L	2
LAB0025	BD Calibrite 3 colour beads, 25 Tests	12
LAB0037	Cobas Integra 400: Sample White Cups With Hole 1000 pieces	61
LAB0038	Cobas Integra 400: Cleaner 1L	101
LAB0084	Antibiotic Sensitivity Disc, Ceftazidime 30ug	67
LAB0090	ANTIBIOTIC SENSITIVITY DISC, COLISTINE 25UG	97
LAB0168	Orange G 6 Solution	1
LAB0170	Phenol Crystals, 500g	24
LAB0174	Potassium Iodide powder, 500g	50
LAB0195	X Factor, Disc For Identification Of Haemophilus	14
LAB0196	Xv Factor, Disc For Identification Of Haemophilus	34

LAB0312	Blood Lancets (100)	1,149
LAB0325	Sodium Hydroxide pellets GR,500g	2,800
LAB0415	Trucount Control 30t Ce	57
LAB0436	Sysmex 1000i/1800i/2000i: Cell Clean, 50ml	624
LAB0446	Blood Culture Medium Septic-Check Tsb 70ml	6
LAB0467	BD Tri-test CD3/CD4/CD45 + Trucount Tubes 50 Tests	8
LAB0525	BD Facscount % CD4 reagent kit, 50 Tests	1,255
LAB0576	Sysmex 1000i/1800i/2000i: Ret-Search ii Diluent, 1L	147
LAB0577	Sysmex 1000i/1800i/2000i: Stromatolyser FB, 5L	291
LAB0578	Sysmex 1000i/1800i/2000i: Cell Pack, 20L	8
LAB0613	Sysmex 1000i/1800i/2000i XT e-check control-Low, 8 x 4.5ml	2
LAB0614	Sysmex 1000i/1800i/2000i XT e-check control-Normal, 8 x 4.5ml	2
LAB0615	Sysmex1000i/1800i/2000iXT e-check control-High, 8 x 4.5ml	2
LAB0662	LithiumHeparinBloodCollectiontubeswithaVacuum,100pieces	480
LAB0663	EDTAK2/K3BloodCollectiontubeswithaVacuum,100pieces	30
LAB0668	PIMA CD4 Catridges, 100 Tests	36
LAB0720	ABX PENTRA C200: ALT CP 250TEST	660
LAB0721	ABX Pentra C200: Clean Chem, 30mls	5
LAB0724	ABX PENTRA C200: BILIRUBIN TOTAL	448
LAB0725	ABX PENTRA C200: TRIGLYCERIDES CP 334T	36
LAB0729	ABX Pentra C200: Deproteinizer CP, 30mls	203
LAB0731	ABX PENTRA C200: AST CP 250T	279
LAB0743	MINDRAY BS-120 DISPOSABLE CUVETTES	36
LAB0885	Bd Bactec Mgit: 960 Sire Kit (40 Tests)	31
LAB0898	Auramine O Powder Analytical Grade, 100g	1,319
LAB0934	Cobas Taqman 48/96: KIT CAP-G/CTM Wash Reagent, 5.1 L	2,149
LAB0948	Cobas Integra: Calibrator Cfas 12 X 3ml	2

LAB1018	Antibiotic Sensitivity Disc,Nitrofurantoin 300ug	176
LAB1034	GeneXpert : (XPRT MTB/RIF), 50 Cartridges	39
LAB1039	Laboratory Consumable Bundle Cap-Ctm Kit	24
LAB1058	Isopropanol 99.9% Acs, 2.5l	1
LAB1065	Barium Chloride Dihydrate, 500g	1
LAB1072	Methyl Ethyl Ketone, 2.5l	1
LAB1076	Sysmex Poch 100i eight check-Low, 12 x 1.5ml	2
LAB1127	Sysmex XN 550-fluorocell WDF, 22L	451
LAB1130	Sysmex Xn-Fluorocell Wdf 22ml(2)	11
LAB1165	Humalyte Plus 3-Sodium electrode	1
LAB1166	Humalyte Plus 3-Chloride electrode	6
LAB1208	Sodium Metabisulphite, 500g	5
LAB1258	Cobas C111:Total Protein 4X100 Tests	6
LAB1265	Cobas Integra 400: CFAS 12 x 3mls	391
LAB1282	Cobas Integra 400: Calibrator CFAS	294
LAB1309	Antibiotic Sensitive Disc,Ciprofloxacin 5UG (250)	19
LAB1496	Eosin-Polychrome Methylene Blue 25g	459
LAB1497	Antibiotic Sensitivity Disc,Novobiocin 5ug	98
LAB1499	Antibiotic Sensitivity Disc,Furazolidone 100 Ug	73
LAB1505	ABX PENTRA C200: ALBUMIN CP 334T	3
LAB1549	ANTIBIOTIC SENSITIVITY DISC, COLISTIN 10UG	18
LAB1550	SODIUM METABISULPHATE 500G	40
LAB1551	Antibiotic Sensitivity Disc, Cefoxitin 30ug	72
LAB1634	Cobas C111: Cholesterol 4x100 Tests	19
LAB1637	Cobas C111: Glucose 4x100 Tests	2
LAB1746	ABX Pentra C200: ALT CP, 250 Tests	129
LAB1750	ABX Pentra C200: Triglycerides CP, 334 Tests	124
LAB1754	ABX Pentra C200: AST CP, 250 Tests	519

LAB1756	ABX Minotrol twin-pack, High 2 x 2mls	22
LAB1757	Abx Minotrol Twin-Pack, Low 2 X 2mls	11
LAB1763	Abx Minotrol Twin-Pack, Normal 2 X 2mls	32
LAB1790	Bata Lactamase Test (30 Strips)	6
LAB1792	Peptidase A Stick, PYR Reagent (30)	5
LAB7736	CobasTaqman48/96:KITCAP-G/CTMHIV-1v2.0Quantitative,48Tests	428
LAB7754	Toluidine Blue O Stain	68
LAB7759	DBS Bundle Kit 50 Single Use	3
LAB7777	M-Fc Agar	4
LAB7802	HYDROGEN SULPHIDE WATER TESTING BUDS	192
LAB7811	Sysmex: Xn-Cell Pack Dcl, 20l	25
LAB7812	Antiserum,E.Coli 0157 H7 2ml	163
LAB7821	Cobas C111: Nacl Diluent 9% (04774230 190)	572
LAB7825	Shigella Antiserum Polyvalent Group D	1
LAB7836	Salmonella Typhi Vi Antisera 2ml	4
LAB7846	Cobas 4800 Hbv/Hcv/Hiv-1 Control Kit	40
LAB7847	Cobas 4800 System Lysis Kit.960T	100
LAB7848	Cobas 4800 Hiv-1 Ce Ivd (Quantitative)	80
LAB7853	Precicontrol Clinchem Mult2 4 X 5ml	310
LAB7854	Trimethoprim/Sulfamethoxazole Disc 1/9 25ug	11
LAB7861	Shigella Sonnei Type 1,2ml	30
LAB7862	Stromatolyser-Wh,500ml X 3	21
LAB7863	Lysercell 5l (Wdf)	72
MAL0004	Artemether + Lumefantrine 20/120 mg 24's Tab (30)	290
CRD0033	Mersilene Tape 1/2c RbB (6)	45
CRD0038	Suture Silk Non-Absorbable 3/0 R/C Needle	5
CRD0039	Suture Silk Non Absorbable 0	40
EM0809	Povidone Iodine 10% 500ml Btl(1)	199

EM0835	Povidone iodine solution 10% 200ml	5
MS0056	GlovesLatexExamination,Medium(100)	4
MS0067	NeedleLuer21GX1.5(0.8X38mm)Disposable	2
MS0139	Disposable Burrets 110mls	40
MS0245	Suture Chromic Catgut 2	26
MS0364	Suture Catgut Chromic Gauge 4.0 0 R/B (T/P)	108
MS0598	Feeding Tubes Ch06 Disposable	36
MS0614	Stomach Tube Ch18	259
MS0616	Stomach Tube CH16(50)	1,548
MS0624	Stomach Tube CH10	640
MS0625	Stomach Tube Ch14	731
MS0634	Stomach Tube CH12(50)	89
MS0664	NeedleLumberSpinal24G,Disposable	11
MS0674	Burret Giving Set 150ml, Disposable (10)	351
MS0675	Burret Giving Set 110ml, Disposable	300
MS1051	Suture Polyglactine Braided Absorbable 4/0 Cuting	126
MS1064	Suture Chromic Catgut Absorbable 5/0 Cutting	35
MS1072	Suture Polypropylen Non Absorbable 5/0 R/B Ndl	159
MS1073	Suture Polypropylen Non Absorbable 5/0 Cuting Ndl	178
MS1074	Suture Polypropylene Non-Absorbable 4/0 R/B	204
MS1099	Suture Absorbable Chromic Gatgut 3/0 Rc	599
MS1103	Polyp Retrieval Roth Net (1)	8
MS1114	Venturi Mask With Oxygen Tube 24% (47)	27
MS1115	Smoke Filter Purple Surgical (1)	21
MS2079	Feeding Tube, Luer	60
MS2291	RECTOSCOPE TUBE	1
MS2352	Bougie 10ch,800mm Angled	5
MS2417	Sodium Dichloroisocyanurate Tab 1.6g (200)	2

MS2437	Syringe 5ml Luer Lok Tip With Blunt Fill Needle 18G(1)	78
SUT0007	ChromicCatgutnaturalabsorbablesuture3/0gauge1/2curveNeedle26mmcuttingNeedle	38
SUT0010	ChromicCatgutnaturalabsorbablesuture0gauge,1/2curveNeedle31mmR/B	1
SUT0024	Silk,nonabsorbablesuture1gaugeTiesuturelength70cm	25
SUT0039	Nylonmonofilamentnon?absorbablesuture4/0gauge,3/8curveNeedle19mmRoundBodied	109
SUT0042	Nylonmonofilamentnon?absorbablesuture3/0gauge,3/8curveNeedle26mmcuttingNeedle	141
SUT0044	Nylonmonofilamentnon?absorbablesuture2/0gauge,3/8curveNeedle45mmcuttingNeedle	101
SUT0046	Nylonmonofilamentnon?absorbablesuture0gauge,1/2curveNeedle40mmcuttingNeedle	75
SUT0064	Vicryl(Polyglactine)braidedsyntheticabsorbablesuture,1/2curveNeedle48mmR/	50
SUT0141	Suture Chromic Catgut Natural Absorbable 2/0	15
THT0006	Suture Silk Non-Absorbable 2/0 Rb Needle	1,700
THT0008	Suture Silk Non-Absorbable 3/0 Rb Needle	917
THT0011	Suture Nylon Non-Absorbable 5/0 Cutting Ndle	162
THT0012	Suture Nylon Non-Absorbable 4/0 Cutting Ndle	1,399
THT0014	Suture Nylon Non-Absorbable 2/0	3
EM1638	Norethisterone Acetate 5mg Tab	162
RH0008	Levonogestrel 0.75mg (Emergency Pill)	3
RN0015	B/Braun Acidic Hd Conc Sw 445 A Can 10L(K2 - Ca, 1.25)	92.9
RN0145	B/Braun: Diacap Pro 16L	196.4
RN0030	Fresenius: Av set Fmc 5008	540
RN0031	Fresenius: Bi-Bag 4008 650g	1,033
RN0032	Fresenius: Bi-Bag 5008 650g	8
RN0034	Fresenius: Capd Disinfectant. Cap Ss	10,800
RN0036	Fresenius: Capd2 Stay Safe 2000ml 4pb 1.5%	292
RN0045	Fresenius: Dialysis Fistula Needle 16g (1)	1,500
RN0124	Fresenius:Renal Acid(Smartbag 211.75) SKF 213 HC	238

RN0125	Fresenius: Renal Acid (SMARTBAG 211.25) SKF 219 LC	41
RN0134	Fresenius: Sleep Safe Set Plus	240
RN0135	Fresenius: PURISTERIL	20
RN0148	Fresenius: CAPD 17 Stay Safe 1.5% 5000ml	1,290
RN0149	Fresenius: CAPD 19 (APD) Sleep Safe 2.3% 5000ml	1,656
TB0045	Rifampicin/Isoniazid/Ethambutol 150/75/275mg Tablet(672)	2,065
TB0048	Rifampicin/Isoniazid/Pyrazinamide/Ethambutol 150/75/400/275mg Tablet(672)	63
TB0051	Rifampicin/Isoniazid 150/75mg Tablet(672)	643
TB0070	Rifampicine/Isoniazid/Pyrazinamide 75/50/150mg Tablet(84)	508
TB0071	Rifampicin/Isoniazid 75/50mg Tablet(84)	4,661
TB0076	Cycloserine 250mg Capsule(100)	4,633
TB0078	Ethionamide 250mg Tablet(100)	3,980
TB0083	Capreomycin 1g Injection(10)	4
TB0086	P-Aminosalicylate Sodium 4g Powder For Oral Solution(25)	268
TB0088	Meropenem 1g Powder For Injection(1)	107
TB0100	Levofloxacin 250mg Tablet(25)	6,939
TB0102	P-Aminosalicylate Sodium 4g Powder For Oral Solution(25)	314
TB0042	Streptomycin Injection 1g Vial(1)	7.1
TOTAL		346,435

Table 4. Medical Commodities

SKU	SKU Description	Quantity
ARV0025	Nevirapine 200mg Tablet(60)	203
ARV0032	Tenofovir/Emtricitabine 300/200mg Tablet(30)	151,173
ARV0062	Ritonavir 100mg Tablet(60)	29
ARV0065	Lamivudine/Tenofovir 300/300mg Tablet(30)	5,492
ARV0074	Tenofovir/Lamivudine/Efavirenz 300/300/400mg Tablet(30)	58,725
ARV0081	Abacavir Sulphate/Lamivudine 120/60mg Tablet(30)	2

EM0046	Atenolol 50mg tablet	118
EM0062	Benzyl Penicillin Sodium 5 Mega injection (50)	12
EM0070	Carbamazepine 200mg tablet (100)	2,666
EM0109	Ciprofloxacin(lactate),100ml 2mg/ml injection(1)	200
EM0213	Folic Acid 5 mg Tablet	71
EM0222	Gentamycin Sulphate 40mg/ml injection(100)	817
EM0245	Hydralazine	10
EM0468	Suxamethonium Chloride,50mg/ml(10)	225
EM0497	Ethionamide 250mg tablets	360
EM0522	Dextrose 50%, Inj 50ml	1
EM0524	Co-Trimoxazole,100ml 240mg/5ml suspension	9
EM0532	Diclofenac sodium 50mg Tablet(100)	246
EM0672	Dexamethasone 4mg/ml Injection(10)	5,136
EM0680	Gentamycin Sulphate, Inj 40mg/MI, 2ml Amp(1)	225
EM0793	Dexamethasone Sodium Phosphate, 4mg/ml, 1ml Inj(100)	408
EM0871	Dextrose 50%, 20mL Vial	5
EM0917	Mupirocin (Bactroban) ointment topical, 15g	722
EM0921	Erythropoetin 0.5ml Prefilled Syringes 4000iu Injection	4,839
EM1084	Iron Sucrose inj (Encifer) 100mg/5ml	12
EM1120	Dextrose 10% solution 500ml (24)	25
EM1155	Dextrose 5%, Infusion 500ml (24)	29
EM1234	Telmisartan 40mg tablets	264
EM1404	Bupivacaine Hydrochloride + dextrose 5% Injection (25)	10,354
EM1545	Lorazepam,Tablets 2mg (100)	404
EM1556	Diclofenac Diethylamine Absolute Alcohol 30ml	20
EM1558	Sun Screen (UV Sun Block) - SPF30	11,920
EM1587	Dextrose 10%,500ml(30)	344
EM1598	Dextrose 50%,Inj 20ml Vial (5)	3,297
EM1610	Salbutamol Sulphate Syrup 2mg/5ml 100ml	1,279

EM1616	Salbutamol 4mg Tab	38
EM1625	Telmisartan 40mg/Hydrochlorothiazide 12.5mg Tab(30)	262,706
EM1630	Ipratropium Bromide 20mcg/Dose 200doses	9,520
EM1719	Betamethasone Dipropionate Ointment 0.05% 50g (1)	26
EQP1387	Draw Sheets(Autoclaving Drapes) Size 19*19	1,018
LAB0003	Sysmex Poch 100i eight check - Normal, 12 x 1.5ml	1
LAB0004	Sysmex Poch 100i eight check - High, 12 x 1.5ml	1
LAB0035	Cobas Integra 400: Cuvettes 1000 pieces	200
LAB0049	VITROS DT SAMPLES TIPS (1474030)	240
LAB0325	Sodium Hydroxide pellets GR,500g	350
LAB0436	Sysmex 1000i/1800i/2000i: Cell Clean, 50ml	25
LAB0467	BD Tri-test CD3/CD4/CD45 + Trucount Tubes 50 Tests	49
LAB0498	Humalyzer Cuvettes(100)	84
LAB0517	Sterile Swab with transport Media, (100)	96
LAB0525	BD Facscount % CD4 reagent kit, 50 Tests	64
LAB0575	Sysmex 1000i/1800i/2000i: Stromatolyser 4DS, 3 x 42ml	43
LAB0612	Applicator stick, 1000 Pieces	458
LAB0613	Sysmex 1000i/1800i/2000i XT e-check control-Low, 8 x 4.5ml	3
LAB0614	Sysmex 1000i/1800i/2000i XT e-check control-Normal, 8 x 4.5ml	1
LAB0615	Sysmex1000i/1800i/2000iXT e-check control-High, 8 x 4.5ml	2
LAB0670	Pima Printer Paper 1(10)	102
LAB0725	ABX PENTRA C200: TRIGLYCERIDES CP 334T	128
LAB0726	ABX PENTRA C200: UREA CP 220T	399
LAB0730	ABX Pentra C200: N control, 50mls	174
LAB0732	ABX Pentra C200: P control, 50mls	72
LAB0904	Sodium Hydroxide Analytical Grade, 500g	97
LAB0934	Cobas Taqman 48/96: KIT CAP-G/CTM Wash Reagent, 5.1 L	10
LAB0957	COBAS C111: BILIRUBIN DIRECT	28
LAB0981	Abx Cuvette Racks Pc200(12)	560

LAB1124	Laboratory Funnel 12cm Diameter Polyproppylene	150
LAB1125	Laboratory Funnel 15cm Diameter Polyproppylene(1)	117
LAB1126	Staining Dish Rack,For 20 Slides 76x26mm Polypropy	740
LAB1208	Sodium Metabisulphite, 500g	552
LAB1549	ANTIBIOTIC SENSITIVITY DISC, COLISTIN 10UG	48
LAB1756	ABX Minotrol twin-pack, High 2 x 2mls	1
LAB1757	Abx Minotrol Twin-Pack, Low 2 X 2mls	1
LAB1763	Abx Minotrol Twin-Pack, Normal 2 X 2mls	1
LAB1772	Wrights Stain Powder (1)	2
LAB7735	CobasTaqman48/96:HIV-1QualitativeTestv2.0,(48Tests)	36
LAB7811	Sysmex: Xn-Cell Pack Dcl, 20l	20
LAB7863	Lysercell 5l (Wdf)	91
MS0031	Catheters Suction Ch12	110
MS0032	Catheters Suction CH14 100 Pieces	5
MS0055	Gloves Latex Examination Large(100)	4
MS0120	Carbolic Acid Disinfectant 5L	90
MS0172	Catheter Foley 2way FR12 Sterile, Disposable	9
MS0186	Catheter Suction Ch14 (100)	1
MS0598	Feeding Tubes Ch06 Disposable	141
MS2230	Microgen (D-125) Disinfectant	192
MS2328	Sodium Dichloroisocyanurate 2.75g tablet (100)	20
MS2363	Liquid Chlorine 0.5%, 750ml	11
MS2431	BD Vactainer C&S Trasfer Straw Kit Plus Urine Tube 4.0ml(50)	68
MS2435	Vacutainer (Ultra Touch Push Button Blood Collection)(50)	12
MS2518	Mouth Wash 1L(1)	100
MS2530	Fluoride Anticavity ToothP24gPaste(1)	18
RN0011	B/Braun:Diacan 15g A (Dialysis Fistula Needle)	500
RN0050	Fresenius: F50s (Av400s) Filter	24
RN0051	Plasma Flux P1 Filter	18

RN0079	Fresenius: Temporary Catheter 11.5 Fr 13.5cm	5
RN0148	Fresenius: CAPD 17 Stay Safe 1.5% 5000ml	80
RN0155	Fresenius:F60 (Ultraflux AV 600S)	11
SUT0070	Vicryl (Polyglactine) braided synthetic absorbable suture, 2R/C (12)	1
TB0062	Kanamycin Monosulphate Powder, 500g(1)	6
TB0087	Kanamycin Dry Powder For Injection 1g Vial(10)	2,100
TOTAL		541,422