



# Request for Proposals

## RFP #: RFP-ZMB-FIRESYSTEM-2021

For the provision of

### SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF FIRE PREVENTION AND FIRE FIGHTING SYSTEMS FOR ZAMBIA MEDICINES AND MEDICAL SUPPLIES AGENCY (ZAMMSA)

Contracting Entity:

Chemonics International Inc.  
Metropolitan House off Kelvin Siwale Road  
1st Floor  
Lusaka, Zambia

Funded by:

United States Agency for International Development (USAID)

Funded under:

USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project-Zambia

Prime Contract Number: AID- OAA-I-15-00004; Task Order 01 Contract No. AID-OAA-TO-15-00007; Task Order 02 Contract No. AID-OAA-TO-15-00009; Task Order 03 Contract No. AID-OAA-TO-15-00010 and Task Order 04 Contract No. AID-OAA-TO-16-00018.

#### \*\*\*\*\* 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 [jvstichelen@ghsc-psm.org](mailto: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](mailto: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	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 Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project-Zambia, under contract number Contract No. AID- OAA-I-15-00004; Task Order 01 Contract No. AID-OAA-TO-15-00007; Task Order 02 Contract No. AID-OAA-TO-15-00009; Task Order 03 Contract No. AID-OAA-TO-15-00010 and Task Order 04 Contract No. AID-OAA-TO-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out a supply, delivery, installation and commissioning of a fire protection and firefighting system to serve the ZAMMSA Warehouse in Lusaka, Zambia

The Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) Project (alternately referred to herein as “Chemonics” or “GHSC-PSM” or “Buyer”) is an official project of the United States Agency for International Development (USAID) implemented by Chemonics International and its consortium members. The purpose of GHSC-PSM is to promote uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President’s Emergency Plan for AIDS Relief (PEPFAR), the President’s Malaria Initiative (PMI), the USAID Office of Population and Reproductive Health (PRH), and the USAID Office of Maternal and Child Health and Nutrition. GHSC-PSM supports health programs through the supply of a wide range of health commodities for HIV/AIDS, malaria, family planning and reproductive health (FP/RH), and maternal and child health (MCH). In Zambia, this includes providing support to Zambia Medicines and Medical Supply Agency (ZAMMSA) for the delivery of such commodities to warehouses, district health offices, and health facility locations nationwide.

The purpose of this RFP is to identify and select a subcontractor who will be able to Supply, deliver, install, and commission a fire prevention and firefighting system for Zambia Medicines and Medical Supplies Agency (ZAMMSA) The warehouse caters for the storage and distribution of pharmaceutical products, for which there are requirements for a fire protection system. The provision of this system for the warehouse will directly support ZAMMSA and the Zambia Ministry of Health (MOH) to safely store pharmaceuticals, thereby strengthening the in-country supply chain.

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 published	09/09/2021
Proposal conference pre-registration deadline	15/09/2021
Proposal conference	16/09/2021
Mandatory site visit	20/09/2021
Deadline for written questions	22/09/2021
Answers provided to questions/clarifications	27/09/2021
Proposal due date	15/10/2021
Subcontract award (estimated)	29/10/2021

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

**Proposal Conference and mandatory site visit**

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to the GHSC-PSM Strategic Program Director at: Attention **Segolene d'Herlincourt** [PSMZambiaprourement@ghsc-psm.org](mailto:PSMZambiaprourement@ghsc-psm.org) by 15:00 hours (3:00 PM Zambian time) on September 15, 2021.

Chemonics realizes that Offerors may have additional questions after reading this RFP. In response, Chemonics is planning to hold a virtual proposal conference via group teleconference at 10:00 am on September 16, 2021, to provide interested offerors an opportunity to ask more questions about the installation of the fire protection and firefighting system and to ask any questions about this RFP and the solicitation / subcontracting process. Chemonics encourages all interested Offerors to virtually attend the proposal conference. Pre-registration to attend the proposal conference is required. Please email your pre-registration and any advance questions to: Attention **Segolene d'Herlincourt** [PSMZambiaprourement@ghsc-psm.org](mailto:PSMZambiaprourement@ghsc-psm.org) by 15:00 hours (3:00 PM) on September 22, 2021.

**A mandatory site visit** to familiarize bidders with the place of performance will be held on September 20, 2021, starting at 10:00 hrs Lusaka time, at the ZAMMSA Lusaka Warehouse, Mukwa Road, OFF Lumumba Road, Lusaka, Zambia. Due to the COVID-19 pandemic, GHSC-PSM will require one (1) representative from offerors to attend the site visit. The site visit will be conducted with not more than 5 people per group to maintain social distancing. All representatives attending the site visit will be required to wear masks for the duration of the site visit.

GHSC-PSM will coordinate with ZAMMSA officials to permit offerors access to the warehouse for any follow up site visits as requested by offerors.

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to **Segolene d'Herlincourt** [PSMZambiaprourement@ghsc-psm.org](mailto:PSMZambiaprourement@ghsc-psm.org) no later than 15:00 (3:00 PM) on September 22, 2021. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

**Proposal Submission Date.** All proposals must be received by 5:00 pm Zambian time (CAT), on October 15, 2021 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 at the GHSC-PSM office 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 proposals in electronic format via email. Offerors are responsible for ensuring their proposals are received by GHSC-PSM by the deadline stated in Section I.2.

Emailed offers must be received by the same time and date at the following address: Attention **Segolene d'Herlincourt** at [PSMZambiaprocedurement@ghsc-psm.org](mailto:PSMZambiaprocedurement@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.

Proposals must be submitted electronically only. Late offers will be considered at the discretion of Chemonics.

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

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

Technical proposals must not refer to pricing data in order that the technical evaluation may be made strictly based on 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 a subcontract to a **Zambian or International** company or organization provided it is legally registered and recognized under the laws of Zambia and in the country where the entity is headquartered and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization.

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Zambia upon award of the subcontract.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in Zambia at the time the subcontract is signed.

- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

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.

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

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

### **I.6. Validity Period**

Offerors' proposals must remain valid for 60 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 I 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 I: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long but may not exceed 15 pages.

Using the information contained in the SOW, the offeror should describe its approach for executing each phase (Supply, delivery, installation and commissioning of fire prevention and firefighting systems for Zambia Medicines and Medical Supplies Agency (ZAMMSA) of the project, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet at a minimum the functional specifications provided in section II of this RFP and be cost efficient while taking into consideration the project's location and availability of materials and equipment. The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with the USAID/Zambia Environmental Regulations. The offeror should propose a detailed schedule that can be reasonably implemented for each phase of the project.

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

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work with a minimum 5 years of experience for each position:

- Project Manager
  - Certified Professional Mechanical Engineer
  - Certified Professional Technician – Electrical
  - Quality Assurance Specialist
  - Civil Engineer or Draughtsman
- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 5 pages long but may not exceed 5 pages.

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

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

### 3. Cost Proposal

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

The price of the subcontract to be awarded will be an all-inclusive fixed price. 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 the cost structure.

No profit, fees, taxes, or additional costs may be added after award. Because GHSC-PSM is a USAID funded project and is implemented under a bilateral agreement between the Republic of Zambia and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.



## I.8 Evaluation and Basis for Award

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. 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 explains, understands, and responds to the objectives of the project as stated in the Scope of Work	15 points
	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	15 points
	Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror’s knowledge related to technical sectors required by the SOW? Chemonics will evaluate how the bidder’s fire prevention and firefighting systems meet the functional specifications and drawings provided in <b>attachment A, attachment B, attachment C, attachment D and attachment E</b>	25 points
<b>Total Points – Technical Approach</b>		55 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the proposed team members and evaluate if the offer has the experience and capabilities to carry out the Scope of Work.	20 points
<b>Total Points – Management</b>		20 points
Corporate Capabilities, Experience, and Past Performance		

	Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work?	10 points
	Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope	15 points
<b>Total Points – Corporate Capabilities</b>		25 points
<b>Total Points</b>		100 points

### **I.9 Negotiations**

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, 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 (except that DBA shall be reimbursable to the Offeror at cost), shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to 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 of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

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

(b)(4) USAID's DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is 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

### I.13 Warranty

The Defects Liability Period will be 12 months. The period of the warranty shall cover defects due to incorrect assembly, defective workmanship, and substandard material, shall begin upon the issuance of the Certificate of Final Acceptance by Chemonics. Prior to Final Acceptance and Handover, Chemonics will require MOH/ZAMMSA (as applicable) to conduct a walk-through of the premises and approve acceptance according to a pre-defined check list including testing specific to the installation that will be authored by the project Owner Engineer (OE) answering to Chemonics. The warranty shall likewise be transferable to the counterparts and the Subcontractor shall attach a copy of the warranty to each handover certificate. The warranty does not extend to, maltreatment of the product, misuse, improper installation or operation, neglect, connection to an incorrect voltage applied by unauthorized operators, accidental damage or work affected by persons other than an authorized id Solar Solutions contractor.

## 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 Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project-Zambia, under contract number Contract No. AID- OAA-I-15-00004; Task Order 01 Contract No. AID-OAA-TO-15-00007; Task Order 02 Contract No. AID-OAA-TO-15-00009; Task Order 03 Contract No. AID-OAA-TO-15-00010 and Task Order 04 Contract No. AID-OAA-TO-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out a supply, delivery, installation and commissioning of a fire protection and firefighting system to serve the Zambia Medicines and Medical Supplies Agency (ZAMMSA) Warehouse in Lusaka, Zambia

The Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) Project (alternately referred to herein as “Chemonics” or “GHSC-PSM” or “Buyer”) is an official project of the United States Agency for International Development (USAID) implemented by Chemonics International and its consortium members. The purpose of GHSC-PSM is to promote uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President’s Emergency Plan for AIDS Relief (PEPFAR), the President’s Malaria Initiative (PMI), the USAID Office of Population and Reproductive Health (PRH), and the USAID Office of Maternal and Child Health and Nutrition. GHSC-PSM supports health programs through the supply of a wide range of health commodities for HIV/AIDS, malaria, family planning and reproductive health (FP/RH), and maternal and child health (MCH). In Zambia, this includes providing support to Zambia Medicines and Medical Supply Agency (ZAMMSA) for the delivery of such commodities to warehouses, district health offices, and health facility locations nationwide.

The purpose of this RFP is to identify and select a subcontractor who will be able to supply, deliver, install, and commission a fire protection and firefighting system to serve the Zambia Medicines and Medical Supplies Agency (ZAMMSA) Warehouse in Lusaka, Zambia

The fire protection and firefighting system will enable ZAMMSA safely store pharmaceutical commodities and offer protection to the warehouse against fire hazards.

### II.2. Scope of Work

#### OVERVIEW

GHSC-PSM is supporting ZAMMSA install a fire protection and firefighting system to enable ZAMMSA safely store pharmaceutical commodities and protect the warehouse infrastructure against fire hazards.

The successful bidder will supply, install, and commission a complete fire protection and firefighting system as per the functional specifications provided in **attachment A** and **attachment C** including associated mechanical and electrical works provided in **attachment B**, **attachment D** and **attachment E**.

The works will involve:

1. Removing Existing Sprinkler Pipes and Heads in Existing Warehouse and make safe and secure connections from existing water supply.
2. Installing Sprinkler Pipes, Pipe Supports and Heads in New and Existing Warehouses in accordance with the Specifications and Drawings provided in **attachment A** and **attachment B**
3. Install Fire Detectors, Fire Resistant Cabling and Fire Alarm Panels in accordance with the Drawings and Specifications provided in **attachment C**, **attachment D** and **attachment E**
4. Cast New Reinforced Concrete Base for Fire Tank
5. Procure and install new sectional steel Fire Tank complete with nozzles. Fill tank and test for leaks.
6. Receive and Install Containerised Fire Pump, connect to New Tank and Power Supply, then set to work.
7. Install Internal Control Valves, test and commission

8. Install Fire Sirens, Strobe Lights, test and commission
9. Pressure Test all Pipework
10. Zone Test Fire Alarm Panel
11. Test, Commission, Train and Hand Over System
12. Handover Project Close-Out Documentation
13. Attend to any snags or defects during Defects Liability Period

### **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 No. 1: Implementation Plan**

The Offeror shall be responsible for the development of a detailed Implementation Plan for provision of all supply, delivery, installation, and commissioning services.

At a minimum, the Implementation Plan shall include:

- A stakeholder coordination plan.
- A listing of the available records reviewed.
- Work schedule.
- A description of the means and methods to be employed for successful delivery.
- Identification of the required local and central level government permits.
- Schedule of any performance tests during the installation and the name of the company or companies that will perform the testing.
- A listing of all proposed activities with their anticipated duration and the names of responsible personnel.

The selected Offeror shall prepare all installation details following the specifications and codes provided in **attachment A** and **attachment C** that are for use during installation of the fire prevention and firefighting system.

Equipment and materials proposed for the installation must be suitable for sprinkler system use and the addressable fire alarm system and must comply with industry-recognized standards. DH Engineering Consultants will approve the equipment and materials under codes provided in the technical specifications in **attachment A** and **attachment C**.

As part of the installation process, the Offeror shall confirm the site measurements and identify any changes in the site conditions presented in **attachment B** and **attachment D**.

The selected Offeror will be responsible for completing the Environmental Risk, Occupational Health, and Safety Compliance Plan (EHSCP). The template for the EHSCP is presented in **attachment H**.

#### **Ongoing ZAMMSA Operations:**

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

The subcontractor shall also submit insurance documentation as stated in section I.11 and a performance guarantee in form of a bank surety in the amount of 10% of the subcontract value. The guarantee shall be from a reputable bank licensed to do business in Zambia

NOTE: Offeror is to present a COVID-19 safety and mitigation plan showing how work will be conducted while ensuring safety of staff and partners.

### **Deliverable No. 2: Kick-Off Meeting**

The Offeror shall participate in kick-off meetings and site visit with GHSC-PSM and ZAMMSA following the acceptance of the Implementation Plan. The purpose of the kick-off meetings is to introduce the Offeror to other partners and the beneficiaries, identify existing constraints, review the Implementation Plan, and coordinate upcoming activities. The Offeror shall summarize the comments generated during the meeting in a memorandum.

### **Deliverable No. 3: Supply and Delivery to ZAMMSA warehouse of Sprinkler system and fire alarm components**

The Offeror will transport and deliver to the ZAMMSA central warehouse all components, materials, tools, and equipment required for the installation of the sprinkler system and fire alarm components. The sprinkler system components and fire alarm components will be new and free of defects. The Offeror will furnish GHSC-PSM with a packing list showing all material and equipment delivered to the ZAMMSA warehouse alongside a list of all material and equipment required to complete the installation of the sprinkler system and fire alarm components. All installation of the sprinkler system and fire alarm components will be performed by qualified technicians. The work will also include the repair of all existing items damaged by the Offeror under this phase.

### **Deliverable No. 4: Installation of Sprinkler system and fire alarm components**

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

The Offeror shall install the proposed sprinkler system and fire alarm components as per the drawings laid out in **attachment B, attachment D, attachment E**, and specifications laid out in **attachment A, and attachment C**. The Offeror shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the design documents presented. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Offeror shall submit the sketches and/or drawings to GHSC-PSM/Zambia for review and approval prior to installing said work item.

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

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

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

The Final Design Documents associated with this project will be prepared by the offeror and completed and submitted on **March 1, 2022 (Tentative)**. The offeror will develop final detailed drawings, obtain water flow information, provide hydraulic calculations, and engage the relevant local authorities for necessary certifications.

### **Deliverable No. 5: Training, testing and commissioning of Sprinkler system and fire alarm components**

Completion of training, commissioning, and testing of ZAMMSA staff on the safe operation and maintenance of the sprinkler system and fire alarm components.

Training material will be submitted for future use as well as the list of the people trained with written test completed to demonstrate their capacity of utilizing the sprinkler system and fire alarm components in a safe manner. SOPs for the use and maintenance of the sprinkler system and fire alarm components to be submitted and accepted by Chemonics and ZAMMSA

**Deliverable No. 6: Final acceptance**

The Offeror shall submit a Final Report summarizing the work associated with the procurement and installation of the sprinkler system and fire alarm components.

The Final Report shall include a copy of the final accepted documents, record drawings, all weekly progress reports and weekly environmental monitoring checklists, environmental compliance, operation, and maintenance manual (O&M Manual) for the installed system.

The Final Report shall also include a certification from the Offeror that the project was implemented as per the contract documents and that the items are safe for the intended use.

The Final Report shall be submitted upon the completion of installation of the sprinkler system and fire alarm components. All applicable manufacturer’s warranties for the equipment must be passed on to ZAMMSA by Subcontractor after commissioning of the sprinkler system and fire alarm components.

**II.4. Deliverables Schedule**

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

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1.	Submission and approval of a detailed Implementation plan, performance guarantee, insurance, and DBA	3 weeks after subcontract signing
2.	Completion of a Kick-off meeting and approval of submitted memorandum	4 weeks after subcontract signing
3.	Supply and Delivery to ZAMMSA warehouse of Sprinkler system and fire alarm components	12 weeks after subcontract signing
4.	Installation of Sprinkler system and fire alarm components	14 weeks after subcontract signing
5.	Training, testing and commissioning of Sprinkler system and fire alarm components	16 weeks after subcontract signing
6.	Final acceptance	18 weeks after subcontract signing

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



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

**FIXED PRICE SUBCONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.**

**Hereinafter referred to as the Contractor or ChemonicsAnd**

**(INSERT SUBCONTRACTOR NAME here)**

**Hereinafter referred to as the SubcontractorFor**

*(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:**

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}

{name}

{title of officer}

{title of officer}

Date Signed: {insert date}

Date Signed: {insert date}

Place Signed: {insert place}

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**

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project-Zambia, under contract number Contract No. AID- OAA-I-15-00004; Task Order 01 Contract No. AID-OAA-TO-15-00007; Task Order 02 Contract No. AID-OAA-TO-15-00009; Task Order 03 Contract No. AID-OAA-TO-15-00010 and Task Order 04 Contract No. AID-OAA-TO-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to carry out the supply, delivery, installation and commissioning of a fire protection and firefighting system to serve the ZAMMSA Warehouse in Lusaka, Zambia

The Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) Project (alternately referred to herein as “Chemonics” or “GHSC-PSM” or “Buyer”) is an official project of the United States Agency for International Development (USAID) implemented by Chemonics International and its consortium members. The purpose of GHSC-PSM is to promote uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President’s Emergency Plan for AIDS Relief (PEPFAR), the President’s Malaria Initiative (PMI), the USAID Office of Population and Reproductive Health (PRH), and the USAID Office of Maternal and Child Health and Nutrition. GHSC-PSM supports health programs through the supply of a wide range of health commodities for HIV/AIDS, malaria, family planning and reproductive health (FP/RH), and maternal and child health (MCH). In Zambia, this includes providing support to Zambia Medicines and Medical Supply Agency (ZAMMSA) for the delivery of such commodities to warehouses, district health offices, and health facility locations nationwide. The fire protection and firefighting system will enable ZAMMSA safely store pharmaceutical commodities and offer protection to the warehouse against fire hazards.

### **A.2. Scope of Work**

#### **OVERVIEW**

GHSC-PSM is supporting ZAMMSA install a fire protection and firefighting system to enable ZAMMSA safely store pharmaceutical commodities and protect the warehouse infrastructure against fire hazards.

The subcontractor will supply, install, and commission a complete fire protection and firefighting system as per the functional specifications provided in attachment A and attachment C including associated mechanical and electrical works provided in attachment B, attachment D and attachment E.

The works will involve:

1. Removing Existing Sprinkler Pipes and Heads in Existing Warehouse and make safe and secure connections from existing water supply.
2. Installing Sprinkler Pipes, Pipe Supports and Heads in New and Existing Warehouses in accordance with the Specifications and Drawings provided in attachment A and attachment B
3. Install Fire Detectors, Fire Resistant Cabling and Fire Alarm Panels in accordance with the Drawings and Specifications provided in attachment C, attachment D and attachment E
4. Cast New Reinforced Concrete Base for Fire Tank
5. Receive and assemble new sectional steel Fire Tank complete with nozzles. Fill tank and test for leaks.
6. Receive and Install Containerized Fire Pump, connect to New Tank and Power Supply, then set to work.
7. Install Internal Control Valves, test and commission
8. Install Fire Sirens, Strobe Lights, test and commission

9. Pressure Test all Pipework
10. Zone Test Fire Alarm Panel
11. Test, Commission, Train and Hand Over System
12. Handover Project Close-Out Documentation
13. Attend to any snags or defects during Defects Liability Period

### **A.3. Deliverables**

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

#### **Deliverable No. 1: Implementation Plan**

The subcontractor shall be responsible for the development of a detailed Implementation Plan for provision of all supply, delivery, installation, and commissioning services.

At a minimum, the Implementation Plan shall include:

- A stakeholder coordination plan.
- A listing of the available records reviewed.
- Work schedule.
- A description of the means and methods to be employed for a successful delivery.
- Identification of the required local and central level government permits.
- Schedule of any performance tests during the installation and the name of the company or companies that will perform the testing.
- A listing of all proposed activities with their anticipated duration and the names of responsible personnel.

The subcontractor shall prepare all installation details following the specifications and codes provided in **attachment A** and **attachment C** that are for use during installation of the fire prevention and firefighting system.

Equipment and materials proposed for the installation must be suitable for sprinkler system use and the addressable fire alarm system and must comply with industry-recognized standards. DH Engineering Consultants will approve the equipment and materials under codes provided in the technical specifications in **attachment A** and **attachment C**.

As part of the installation process, the subcontractor shall confirm the site measurements and identify any changes in the site conditions presented in **attachment B** and **attachment D**.

#### **Ongoing ZAMMSA Operations:**

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

The subcontractor shall also submit insurance documentation as stated in section I.11 and a performance guarantee in form of a bank surety in the amount of 10% of the subcontract value. The guarantee shall be from a reputable bank licensed to do business in Zambia

NOTE: The subcontractor is to present a COVID-19 safety and mitigation plan showing how works will be conducted while ensuring safety of staff and partners.

#### **Deliverable No. 2: Kick-Off Meeting**

The subcontractor shall participate in kick-off meetings and site visit with GHSC-PSM and ZAMMSA following the acceptance of the Implementation Plan. The purpose of the kick-off meetings is to introduce the subcontractor to other partners and the beneficiaries, identify existing constraints, review the Implementation Plan, and coordinate upcoming activities.

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

### **Deliverable No. 3: Supply and Delivery to ZAMMSA warehouse of Sprinkler system and fire alarm components**

The subcontractor will transport and deliver to the ZAMMSA central warehouse all components, materials, tools, and equipment required for the installation of the sprinkler system and fire alarm components. The sprinkler system components and fire alarm components will be new and free of defects. The subcontractor will furnish GHSC-PSM with a packing list showing all material and equipment delivered to the ZAMMSA warehouse alongside a list of all material and equipment required to complete the installation of the sprinkler system and fire alarm components. All installation of the sprinkler system and fire alarm components will be performed by qualified technicians. The work will also include the repair of all existing items damaged by the subcontractor under this phase.

### **Deliverable No. 4: Installation of Sprinkler system and fire alarm components**

ZAMMSA is the owner of the site and has jurisdiction over the overall security of the site. The subcontractor shall comply with all ZAMMSA security protocols. The subcontractor shall describe its Security Plan and the said Security Plan shall be subject to the review and approval by ZAMMSA. The subcontractor shall secure and isolate their portion of the worksite for the protection of its workforce. The subcontractor shall work closely with ZAMMSA security personnel to ensure maximum safety and protection of personnel, materials, and equipment.

The subcontractor shall install the proposed sprinkler system and fire alarm components as per the drawings laid out in **attachment B, attachment D, attachment E**, and specifications laid out in **attachment A, and attachment C**. The subcontractor shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the design documents presented. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The subcontractor shall submit the sketches and/or drawings to GHSC-PSM/Zambia for review and approval prior to installing said work item.

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

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

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

The Final Design Documents associated with this project will be prepared by the subcontractor and completed and submitted on **March 1, 2022 (Tentative)**. The subcontractor will develop final detailed drawings, obtain water flow information, provide hydraulic calculations, and engage the relevant local authorities for necessary certifications.

### **Deliverable No. 5: Training, testing, and commissioning of Sprinkler system and fire alarm components**

Completion of training, commissioning, and testing of ZAMMSA staff on the safe operation and maintenance of the sprinkler system and fire alarm components.

Training material will be submitted for future use as well as the list of the people trained with written test completed to demonstrate their capacity of utilizing the sprinkler system and fire alarm components in a safe manner.

SOPs for the use and maintenance of the sprinkler system and fire alarm components to be submitted and accepted by Chemonics and ZAMMSA

### **Deliverable No. 6: Final acceptance**

The subcontractor shall submit a Final Report summarizing the work associated with the procurement and installation of the sprinkler system and fire alarm components.

The Final Report shall include a copy of the final accepted documents, record drawings, all weekly progress reports and weekly environmental monitoring checklists, environmental compliance, operation, and maintenance manual (O&M Manual) for the installed system.

The Final Report shall also include a certification from the subcontractor that the project was implemented as per the contract documents and that the items are safe for the intended use.

The Final Report shall be submitted upon the completion of installation of the sprinkler system and fire alarm components. All applicable manufacturer’s warranties for the equipment must be passed on to ZAMSA by Subcontractor after commissioning of the sprinkler system and fire alarm components.

**A.4. Deliverables Schedule**

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

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1.	Submission and approval of a detailed Implementation plan, performance guarantee, insurance, and DBA	3 weeks after subcontract signing
2.	Completion of a Kick-off meeting and approval of submitted memorandum	4 weeks after subcontract signing
3.	Supply and Delivery to ZAMMSA warehouse of Sprinkler system and fire alarm components	12 weeks after subcontract signing
4.	Installation of Sprinkler system and fire alarm components	14 weeks after subcontract signing
5.	Training, testing and commissioning of Sprinkler system and fire alarm components	16 weeks after subcontract signing
6.	Final acceptance	18 weeks after subcontract signing

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

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

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

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



Section B. 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, Jean-Marc Vander Stichelen, 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, Jean-Marc Vander or other authorized project staff member.

Section C. 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).

Section D. Subcontract Fixed Price, Invoicing and Payment

D.1. Subcontract Fixed Price

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Subcontractor a total of US\$ XX,XXX. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments.

Chemonics will make each payment subject to Section D.3, below, after Subcontractor's completion of the corresponding deliverable indicated in the following table:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$XX,XXX	1. Submission and approval of a detailed Implementation plan, performance guarantee, insurance, and DBA
2. \$XX,XXX	2. Completion of a Kick-off meeting and approval of submitted memorandum

3.	\$XX,XXX	3. Supply and Delivery to ZAMMSA warehouse of Sprinkler system and fire alarm components
4.	\$XX,XXX	4. Installation of Sprinkler system and fire alarm components
5.	\$XX,XXX	5. Training, testing and commissioning of Sprinkler system and fire alarm components
6.	\$XX,XXX	6. Final acceptance

\*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 Segolene d’Herlincourt, Strategic Programs Director and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in USD, 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 USD, paid to the account specified in Section D.3.

#### Section E. Branding Policy

The Subcontractor shall comply with the requirements of the USAID “Graphic Standard Manual” available at [www.usaid.gov/branding](http://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.

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

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

#### Section G. Intellectual Property Rights

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless 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, maskworks 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.

#### Section H. 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.

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

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

(b) This contract shall be governed and construed under the laws of 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.”

#### Section J. 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.

#### Section K. 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.

#### Section L. 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.

Section M. 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.

Section N. Assignment and Delegation

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

Section O. Organizational Conflicts of Interest

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

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

#### Section P. Gratuities and Anti-Kickback

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

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

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

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

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

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

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

#### Section S. Compliance with U.S. Export Laws

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C.2778

and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to 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.

#### Section T. Compliance with U.S. Anti-Corruption Regulations

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

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

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

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

#### Section U. Subcontractor Performance Standards

- (a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and



to ensure that employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith. The services will be rendered by Subcontractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by 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.

#### Section V. Subcontractor Employee Whistleblower Rights

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

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

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

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

a) Public Availability of Information.

Pursuant to the requirements of FAR 52.204-10, 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](http://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.

Section X. Miscellaneous

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

effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section Y. Insurance Requirements

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

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

- (a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE)

(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) Flow down 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
<a href="#">52.202-1</a>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<a href="#">52.203-3</a>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<a href="#">52.203-5</a>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.203-6</a>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<a href="#">52.203-7</a>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.203-8</a>	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)
<a href="#">52.203-10</a>	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)
<a href="#">52.203-11</a>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#">52.203-12</a>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#">52.203-13</a>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
<a href="#">52.203-14</a>	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)
<a href="#">52.203-17</a>	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
<a href="#">52.204-06</a>	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
<a href="#">52.204-10</a>	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.
<a href="#">52.204-23</a>	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."
<a href="#">52.204-25</a>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.209-2</a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<a href="#">52.209-6</a>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
<a href="#">52.209-10</a>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)

Clause Number	Title	Date*	Notes and Applicability
<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.)
<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

Clause Number	Title	Date*	Notes and Applicability
			government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 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 the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	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.

Clause Number	Title	Date*	Notes and Applicability
<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
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts above the <i>simplified acquisition threshold</i> . Does not apply to Subcontracts performed <i>entirely</i> 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 1 applies when work is performed outside the U.S., and it is included in the Prime Contract)	OCT 2020	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.)

Clause Number	Title	Date*	Notes and Applicability
<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.
<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	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".

Clause Number	Title	Date*	Notes and Applicability
	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 calledfor by this Subcontract.		
<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 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	Apples 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).)

Clause Number	Title	Date*	Notes and Applicability
<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.
<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.

Clause Number	Title	Date*	Notes and Applicability
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)



Clause Number	Title	Date*	Notes and Applicability
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION 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)

Clause Number	Title	Date*	Notes and Applicability
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

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

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

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

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

\_\_\_\_\_ Yes \_\_\_ No

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

(i) **Subcontractor DUNS Number:**

(ii) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (I) 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](http://www.SAM.gov))?

\_\_\_\_\_ Yes \_\_\_ No

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

1. Name \_\_\_\_\_

Amount \_\_\_\_\_

2. Name \_\_\_\_\_

Amount \_\_\_\_\_

3. Name \_\_\_\_\_

Amount \_\_\_\_\_

4. Name \_\_\_\_\_

Amount \_\_\_\_\_

5. Name \_\_\_\_\_

Amount \_\_\_\_\_

---

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

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

(1) *Salary and bonus.*

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

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

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

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

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

\$10,000.

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

## **Z.7. REPRESENTATIONS AND CERTIFICATIONS**

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

employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contractor 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.

**Annex I 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.

<b>Design, Production, and Distribution of Communications Materials to District Courts</b>			
Deliverable	Base	Rate	Total
<b>Deliverable No. 1: Draft Communication Materials</b>			
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
<b>Deliverable No. 2: Printed Communication Materials</b>			
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
<b>Deliverable No. 3: Proof of Distribution of Materials to Districts 1-4</b>			
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
<b>Deliverable No. 4: Proof of Distribution of Materials to Districts 5-8</b>			
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
<b>Grand Total</b>			<b>\$16,650</b>

Offerors are instructed to use **Attachment F** and **Attachment G** for the cost proposal.

**ANNEX III Required Certifications  
USAID GHSC – PSM**

Annex 3-1: Certificate of Independent Price Determination

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

\_\_\_\_\_ (hereinafter called the "Offeror")

(a) The Offeror certifies that—

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

Company

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

By (Signature): \_\_\_\_\_

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

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

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

**USAID GHSC – PSM**

Annex 3-2: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions  
**Certification and Disclosure Regarding Payments to Influence Certain Federal Transaction**  
(Sept 2007)

\_\_\_\_\_ (hereinafter called the "Offeror")

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately.

By (Signature): \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **USAID GHSC – PSM**

### **Annex 3-3: Certification Regarding Responsibility Matters**

#### **CERTIFICATION REGARDING RESPONSIBILITY MATTERS**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals -
- (A) Are, are not, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (C) Are, are not, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (ii) The Offeror has has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (b) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, US Code.
- USAID GHSC – PSM**
- (b) The Offeror shall provide immediate written notice to Chemonics if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Chemonics may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available Chemonics, Chemonics may terminate the contract resulting from this solicitation for default.

Company

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

By

(Signature): \_\_\_\_\_

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

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

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

**USAID GHSC – PSM**

Annex 3-4: Offeror’s Key Individual Certification on Narcotics Offenses and Drug Trafficking

**KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING**

I hereby certify that within the last ten years:

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

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

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

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

Title/Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_ Date of Birth: \_\_\_\_\_

**NOTICE:**

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

**USAID GHSC – PSM**

Annex 3-5: Contractor Code of Business Ethics

**CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)**

In accordance with FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010) the subcontractor has does not have current active Federal contracts and grants with total value greater than \$5,000,000. The subcontractor is is not a small business. The duration of the subcontract is is not less than 120 days. The subcontractor has does not have a Code of Business Ethics which has been provided to employees. The subcontractor is is not exempt from the Code of Business Ethics. In accordance with the subcontractor’s Code of Business Ethics, the contractor has does not have a Business Ethics Awareness and Compliance Program that encourages and otherwise promotes a culture of ethical conduct and commitment to comply with the law and an internal control system that prevents and detects criminal conduct. In accordance with the Business Ethics Awareness and Compliance Program the subcontractor does does not provide effective training to employees in this area.

The subcontractor shall disclose, in writing, to the prime contractor and the agency office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the subcontractor has committed a violation of Federal Criminal law involving fraud, conflict of interest, bribery, or gratuity violations in Title 18 of the US Code or a violation of the civil False Claims Act.

Company

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

By (Signature): \_\_\_\_\_

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

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

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

Annex 3-6: Evidence of Responsibility Form

**EVIDENCE OF RESPONSIBILITY**

**1. Offeror Business Information**

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

Address: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

(Instructions: The offeror shall enter the DUNS number or "DUNS+4" that identifies the offeror's name and address. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.)

**2. Authorized Negotiators**

Company Name's Basic Ordering Agreement and associated proposals may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this Basic Ordering Agreement and subsequent proposals in response to Request for Quotes (RFQs) issued by GHSC-PSM under the Basic Ordering Agreement.

List Names of Authorized signatories

These individuals can be reached at the following office:

Address \_\_\_\_\_

Telephone/Fax \_\_\_\_\_

Email address \_\_\_\_\_

**3. Adequate Financial Resources**

Company Name has the financial capability to manage this Basic Ordering Agreement and any prospective orders that may be awarded under this agreement.

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

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

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



Yes No

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

Yes No

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

Yes No

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

Yes No

#### 4. Ability to Comply

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

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

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

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

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

#### 7. Equipment and Facilities

(Instructions: Offeror should state that they have necessary facilities and equipment to carry out the prospective subcontracts with specific details as appropriate per the agreement scope.)

#### 8. Eligibility to Receive Award

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

#### 9. Commodity Procurement

(Instructions: Offeror should state their qualifications necessary to support the contract requirements.)

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Organization of Firm

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

Company

Name:

---

By (Signature): \_\_\_\_\_

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

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

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

**Annex 3-7: Subcontractor Size Self-Certification Form**

Reference Number: USAID Prime Contract No. AID-OAA-I-15-00004

Project Name: Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM)

Primary NAICS Code: 493190, 493120, 493110

Company Name: Full legal name

Address: Street address

City, State, Zip: City, State Zip

DUNS Number: [enter the Data Universal Numbering System (DUNS) here]. Subcontractors must have a DUNS, unless exempted, as a part of establishing a Blanket Ordering Agreement with Chemonics]

Contact Person: Name, Title:

Contact Phone Number: (555) 555-5555

Type of Entity:

If you have difficulty ascertaining the business size status, please refer to SBA’s website ([www.sba.gov/size](http://www.sba.gov/size)) or contact your local SBA office.

Small Business  Large Business  Nonprofit/Educational  Government  Non-US

If “Small Business” is checked above, and if applicable, please identify any additional small business designations under which the company qualifies. You may wish to review the definitions for the below categories in the Federal Acquisition Regulation 19.7 or 52.219-8 ([www.acquisition.gov/far/](http://www.acquisition.gov/far/)) to determine applicability.

Small Disadvantaged Business

8(a)

HUBZone

Woman Owned Small Business

Veteran Owned

Service Disabled Veteran Owned

Alaskan Native Corporation

Indian Tribe

By signature below, I hereby certify that the business type and designation indicated above is true and accurate as of the date of execution of this document, and I further understand that under 15 U.S.C. 645(d), any person who misrepresents a business’ size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

\_\_\_\_\_  
Signature and Title (required)

\_\_\_\_\_  
Date

\*\*\*\*\*CHEMONICS INTERNAL USE ONLY\*\*\*\*\*

HUBZone Status has been verified in the System for Award Management database or Dynamic Small Business Database Search as of / / conducted by: \_\_\_\_\_ .

Annex 3-8: 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations- Representation (Oct 2015)

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that— (i) It is not an inverted domestic corporation; and (ii) It is not a subsidiary of an inverted domestic corporation.

Annex 3-9: Representation By Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law

The Consolidated Appropriations Act, 2012 Pub. L 112-74 and the Consolidated and Further Continuing Appropriations Act, Pub. L 112-55 prohibit covered agencies from using funds to enter into contracts with corporations with have unpaid federal tax delinquencies or certain felony convictions unless certain conditions are met. (a) The Offeror represents that — FAR 52.212-3 – August, 2014 edition

(1) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(2) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Annex 3-10: 52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (March 2, 2015)**

The Offeror/Subcontractor Certifies that:

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;

(2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:

a. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.

b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.

e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.

(4) After having conducted due diligence, either—

(i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,

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

**PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

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

## **Annex 4**

### **DUNS and SAM Registration Guidance**

#### **What is DUNS?**

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

#### **Why am I being requested to obtain a DUNS number?**

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

#### **Is there a charge for obtaining a DUNS number?**

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

#### **How do I obtain a DUNS number?**

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

#### **What information will I need to obtain a DUNS number?**

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

- Legal name and structure

- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

### **How long does it take to obtain a DUNS number?**

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

### **Are there exemptions to the DUNS number requirement?**

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

### **What is CCR/SAM?**

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

### **When should I register in SAM?**

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

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

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



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

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

### **Why should I register in SAM?**

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

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

### **What benefits do I receive from registering in SAM?**

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

### **How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_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](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.)