

Request for Proposals (RFP)

RFP Number: RFP-ZMB-LUANSHYA-FIRESYSTEM-2022

Description: RFP for the provision of supply, delivery, installation and commission of fire pumps, and firefighting systems for Zambia Medicines and Medical Supplies Agency (ZAMMSA) regional warehouse in Luanshya district.

For: GHSC-PSM Zambia

Contracting Entity: Chemonics International Inc.

Funded by: United States Agency for International Development (USAID),
Contract No. AID- OAA-I-15-00004;
Task Order 01 Contract No. AID-OAA-TO-15-00007
(HIV/AIDS).

Place of Performance: Luanshya, Zambia

RFP Issue: 07 October 2022
Proposal Conference pre-registration deadline: 19 October 2022
Proposal Conference: 26 October 2022
Site visit: 26 October 2022
Deadline for Written Questions: 28 October 2022
Answers provided to questions/clarifications: 03 November 2022
Proposals Due: 10 November 2022
Subcontract award (estimated): 15 December 2022

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

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

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

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

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

Offerors responding to this RFQ 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 with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office at businessconduct@chemonics.com.

This RFP includes the following sections and attachments:

1. INSTRUCTIONS TO OFFERORS
 2. SCOPE OF WORK
 3. FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS
- ATTACHMENT A - LETTER OF TRANSMITTAL
- ATTACHMENT B - REQUIRED CERTIFICATIONS
- ATTACHMENT C - MAIN WAREHOUSE DRAWINGS
- ATTACHMENT D (I) -FIREFIGHTING SYSTEM LAYOUT
- ATTACHMENT D (II) -HAZARDOUS STORE
- ATTACHMENT E (I) - FIRE SPRINKLER BOQ - REV 1
- ATTACHMENT E (II) - FIRE DETECTION BOQ - REV 1
- ATTACHMENT F - SCOPE OF WORK
- ATTACHMENT G - SCHEDULE OF VALUES
- ATTACHMENT H - EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY
- ATTACHMENT I- ENVIRONMENTAL MONITORING CHECKLIST

ACRONYMS

AIDAR	Agency for International Development Regulations
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer Technical 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	Statement of Work
U.S.	United States
USAID	United States Agency for International Development
USAID/Zambia	USAID Mission in Zambia
USG	United States Government
VAT	Value Added Tax
ZAMMSA	Zambia Medicines and Medical Supplies Agency

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

Chemonics International as Prime Contractor for the GHSC-PSM Zambia requests proposal for: the provision of supply, delivery, installation and commission of fire pumps, and firefighting systems for Zambia Medicines and Medical Supplies Agency (ZAMMSA) regional warehouse in Luanshya district. 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.

1.2. Offer Deadline

Offers must be received in soft copy no later than 15:00 hours (3:00 PM Zambian time) on **November 10, 2022** at the following address:

SPDprocurement@ghsc-psm.org
Attention: Segolene d'Herlincourt

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

1.3 Protocol for Submission of Offers and Required Documents

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

All offers must be prepared in English. Offers submitted in English will be considered at the discretion of the Chemonics evaluation committee. Any resultant subcontract will be issued in English and the English language will govern. All proposals must be submitted in two volumes, consisting of:

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

Proposals must be submitted electronically only. Late offers will be considered at the discretion of Chemonics. Separate technical and cost proposals (2 separate files) 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 on the basis of technical merit. The technical proposal should be limited to 15 pages including annexes and the financial proposal should be limited to 5 pages including supporting documents. The offeror shall use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

Upon delivery, applicants will be issued an electronic email receipt confirming timely submission.

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

All proposals must be received by the date and time and complying with the instructions as provided in Section I.3 not later than **November 10, 2022, by 15:00 hours** (3:00 PM Zambian time).

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.**

1.4 Questions and Clarifications

All questions and/or clarifications regarding this RFP must be submitted via email to Segolene d'Herlincourt SPDprocurement@ghsc-psm.org no later than **15:00 (3:00 PM Zambia time) on October 28, 2022**. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

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

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

1.5 Site Visit and Bidder's Conference

To provide offerors an opportunity to raise questions and to learn more about the site and the scope of work described herein. A pre-bid meeting will be conducted for Prime Offerors on **October 26, 2022, at 10:00am, beginning at the ZAMMSA Luanshya regional Warehouse, Kafubu-Kasongo Farm Block Area, Off Ndola/Kitwe Dual Carriageway Road, Luanshya, Zambia.** The conference will 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. The meeting will include technical and contract representatives from GHSC-PSM Zambia to discuss the details of the RFP and take questions from prospective Offerors.

After the pre-bid meeting, on October 26, 2022 a site visit to familiarize bidders with the place of performance and the works involved will be conducted starting at 12:00 pm and concluding at 13:00 Hrs. Offerors are urged and expected to inspect the site where the work will be performed, but it is not mandatory. A site visit will provide prospective Offerors an opportunity to raise questions and to learn more about the scope of work described herein. Pre-registration to attend the proposal conference and site visit is required. Please confirm attendance via email to GHSC-PSM Strategic Program Director at: Attention **Segolene d'Herlincourt** SPDprocurement@ghsc-psm.org, no later than **15:00 hours** (3:00 PM Zambian local time) on **October 19, 2022**. The RFP number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Participation in the site visits and the bidder's conference are the responsibility of the offerors. Chemonics will not reimburse participants for any costs related to the site visit or pre-bid meeting.

1.6 Technical Volume

The Technical Volume should describe in detail how the offeror intends to carry out the requirement specified for the provision of supply, delivery, installation and commission of fire pumps, and firefighting systems for Zambia Medicines and Medical Supplies Agency (ZAMMSA) regional warehouse in Luanshya district as described in the Scope of Work (SOW) found in Section 2. The technical volume should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved.

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. The offeror should include details on personnel, equipment, and subcontractors who will be used to carry out the required activities. The following documents must be included in the Technical Volume (failure to submit all of the following documents may result in disqualification from award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Project Methodology (see below)
- Draft Work Plan (see below)

- CVs of Key Personnel (see below)
- Information on Past Performance (see below)
- Copy of official license of legal registration in Zambia

Project Methodology and Technical Solution: Using the information contained in the **Attachment A - SOW**, the offeror should describe its approach for executing each phase of the project (Supply, delivery, installation, and commissioning of fire pumps and completing the installation of the firefighting systems), 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 **Scope of Work**, 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 and technical solution proposed by the offeror shall meet recognized industry standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment.

The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), 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.

Draft Work Plan: The draft work plan for the proposed services shall be submitted in the form of a Gantt chart and shall provide a step-by-step process for executing every phase of the work in the most efficient manner.

Key Personnel: 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 but should not exceed 2 pages for each key personnel.

The Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work with a minimum of 5 years of experience for each position. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the subcontract and shall not be replaced without prior written consent of Chemonics. The Technical Volume should include CVs for the following **required key personnel:**

- Project Manager,
- Licensed Professional Water Engineer
- Certified Professional Technician- Electrical
- Quality Assurance Specialist
- Draughtsman

The Technical Volume should also include an organizational chart with the roles and availability of each proposed staff for this project.

Corporate Capabilities, Experience and Past Performance: This part shall be between 2 and 5 pages long but may not exceed 5 pages. The Technical Volume should include information on past

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

There is a **15-page** limit to Technical Volume. This page limit does not include the following documents:

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Completed Bank Guarantee for Performance Security (see Attachment H)
- CVs of key personnel
- Draft work plan
- Sketches, catalogue cut sheets and/or drawings

1.7 Cost Volume

The Cost Volume is used to establish the best value among proposals and serves as a basis of negotiation for the signing of the subcontract. Cost proposal should not exceed 5 pages

The Cost Volume must include a detailed budget as well as a budget narrative which explains the basis for the estimate of each budget element. Supporting information should be provided in sufficient detail to allow a complete analysis of each cost element. The Cost Volume shall also include the costs for any materials, survey, and geotechnical testing and analysis required to complete the development of the design documents. The price of the subcontract to be awarded will be an all-inclusive fixed price.

Offers must show level of effort, materials, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total price. Quotations must be a firm fixed price, expressed in USD for U.S firms and in **Zambian kwacha** for local firms. 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 **attachment E** (i and ii) and **Attachment G** for the detailed BOQs and annex II for the detailed cost structure.

Please note that the inclusion of separate line items for any indirect costs or fees will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all Indirect and fees.

Any taxes or fees are not to be added after an 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.

1.8 Performance Guarantee

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

1.9 Authorized USAID Geographic Code

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. The cooperating country for this RFP is Zambia.

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

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

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

The USG has implemented a blanket prohibition on providing direct government financing to international solar projects that source from suppliers that are the subject of a [withhold release order](#) (Hoshine Silicon Industry), on the Commerce Entity List, or otherwise sanctioned for their use of forced labor. The PRC energy companies that were added to the Commerce Entity List for their ties to forced labor are found below. NOTE: the Offeror may not purchase from any of the Suppliers listed below without advance written approval from Chemonics/USAID.

- Hoshine Silicon Industry (metallurgical grade silicon and silicon products) - also subject to a WRO
- Xinjiang Daqo New Energy (polysilicon, wafers)
- Xinjiang East Hope Nonferrous Metals (polysilicon, ingots, wafers)
- Xinjiang GCL-New Energy Material (polysilicon, ingots, wafers, cells, modules)

- Xinjiang Production and Construction Corps (state-owned paramilitary organization, electricity supplier).

This does not mean that all PRC-produced solar panels are immediately blocked. Currently, the restriction is just on any panels or products that are directly purchased using USG funds from any of the above companies. Should the purchase of any solar panels or components be required, Chemonics/USAID prior review and written approval is required.

1.10 Eligibility of Offerors

This RFP is open to all qualified offerors who submit a proposal that meets the requirements in accordance with this RFP. To be determined responsive, an offer must include all of documents and sections included in Section II and III

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 **UEI** 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.

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.

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

1.11 Validity Period

Offers must remain valid for at least sixty (60) calendar days after the offer deadline.

1.12 Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely based on these original quotations. 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. The highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses within a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. Chemonics reserves the right to make multiple awards if it is in the best interests of the **GHSC- PSM Zambia** program.

1.13 Basis for Award

This RFP will use the tradeoff process to determine the 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 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.

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

- **Proposed Methodology and Technical Solution** **55 Points**
 - 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? Special consideration shall be given to the offerors with an aggressive but realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. 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 **attachment C, D, E and F**.
25 Points

- **Key Personnel** **20 Points**

The offeror’s key personnel shall be evaluated on the experience of the team members with similar projects. In particular, special consideration will be given to a well experienced 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.

- **Past Performance and Experience** **25 Points**
 - Company Background and Experience: The offeror shall be evaluated on the experience the firm has with related projects of similar scope and size. In particular, special consideration shall be given to firms having executed such projects in Zambia.
10 Points
 - References: The references listed by the offeror shall be contacted to complete a survey.
15 points

Once the evaluation of offers is completed based on the above criteria, the Cost Volume will be used in conducting the best value analysis. The combined technical factors above are more important than cost or price. However, Chemonics will not select an offer for award on the basis of a superior technical proposal without considering cost. Cost will be evaluated based on cost reasonableness, allowability, and realism. A technical/cost trade-off analysis will be performed by Chemonics in order to determine the best value to the project.

1.14 Terms and Conditions of Subcontract

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

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 3. Any resultant award will be governed by these terms and conditions. Chemonics will use the template shown in section III to finalize the subcontract. Chemonics reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual subcontract document to be executed by Chemonics and the selected awardee. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in section III.

1.15 Protests

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

SECTION 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal to participate with GHSC-PSM to carry out a supply, delivery, installation, and commissioning of fire pumps and completing the installation of the firefighting system to serve the Zambia Medicines and Medical Supplies Agency (ZAMMSA) Regional Warehouse in Luanshya, Zambia. The fire pumps and completed firefighting system will enable ZAMMSA to safely store pharmaceutical commodities and offer protection to the warehouse against fire hazards.

A.1 SCOPE OF WORK

Offerors shall take note of the following:

1. All excavation and backfilling shall be done by ZAMMSA personnel and shall use ZAMMSA equipment.
2. All ground preparation and placement of select materials, i.e., crushed stone and gravel, for the pre-cast concrete base for the fire pump shall be described in Technical Offer.
3. Where testing of any kind is required in this RFP, the Offeror shall propose protocols and referenced standards in the Technical Offer.
4. Where work is generally described in this RFP and specifications have not been included, the Offeror shall provide details in the Technical Offer.

The successful bidder will supply, install, and commission fire pumps and complete the installation of the firefighting system as per the functional specifications and drawings provided in **attachments C, D, E, and F**.

The works will include but are not limited to the underlisted:

1. Site set up:

Mobilization of the subcontractor to site, coordinating with GHSC-PSM and the ZAMMSA Luanshya Hub management for a work area and the ZAMMSA Luanshya Hub security protocols that the subcontractor will follow.

2. Firefighting system:

Procurement, supply, and installation of various components of the firefighting system including:

- a) Testing of existing pipe work.
- b) Removal of existing sprinkler heads and replacing with sprinkler heads rated as follows:

15mm Brass pendant 68 degrees conventional automatic sprinkler head with white ceiling rosette with operating temperature of 68 / 78 degrees Celsius and jointing complete with heat shield on each sprinkler head.

- c) In the section above the solar system battery bay, the sprinkler heads will be removed and the pipes covering that section will be plugged to cut-off water flow over the said area.
- d) Installation of a mobile foam canon in the hazardous store complete with 90 kg tank, hose, and nozzle on a wheeled frame.
- e) Painting all pipes with one coat etching primer and two coats of signal red gloss enamel.
- f) Drain, clean, and sterilize the existing water tank.
- g) Remove and replace all pipe connections from the tank to the pump house with 200 mm seamless Sch. 40 carbon steel pipes with steel pipe supports.
- h) Remove existing pipe from tank to the warehouse and replace with 200mm seamless Sch. 40 carbon steel pipes wrapped in Denso tape. (Refer to drawings for specifications).
- i) Connect existing tank to the newly installed pump.
- j) Installation of Control Valves (CVs) with all necessary fittings as detailed on the drawings.
- k) Connect existing pipework in the warehouse to the new ICV. (Refer to drawings)
- l) Installation of containerized fire pumps that meet the underlisted requirements

ASIB Approved containerised centrifugal fire pump set comprising 2 X duty and 1 X jockey pumps as described or equivalent by a fully approved manufacturer with minimum Capacity: 2900 l /m @80 m HD, 75.0 KW, 3PHASE /50Hz/ 380V:

(Electric pump) complete installed comprising:

- Pressure switches
- Red warning light for fixing on valve chamber
- Control panels as described
- Anti-vibration mounts

66 KW,3 PHASE (Diesel) Comprising:

- Pressure switches
- Red warning light for fixing on valve chamber
- Control panels as described
- Anti-vibration mounts

Pressure maintaining 1.1 KW "Jockey" pump by a fully approved manufacturer and suitable for automatic operation by water pressure switch with:

- Capacity: 20litres / minute at 5.5 bars
- Power Source: 380V/3Phase/50Hz

Comprising:

- Pressure switch
- Control panel as described
- Anti-vibration mounts

- Complete with external siren and strobe light to indicate Fire Pump is running.
3. Pressure testing of all pipework.
 4. Install fire detectors, fire resistant cabling and fire alarm panels in the existing Warehouse and Administration block with addressable fire control panel, siren, and strobe light.
 5. Re-install existing fire alarm panel with existing detectors and cabling from the administration block in the Hazardous chemicals store complete with siren and strobe light, all installed in a weatherproof enclosure. A new battery will be required for this panel.
 6. Test and commission fire sirens and strobe lights.
 7. Zone test fire alarm panels.
 8. Test, commission, and hand over system.
 9. Training, operation of the firefighting system and maintenance. The contractor will train ZAMMSA staff on the safe use and operation of the system. After training the contractor will share with ZAMMSA and GHSC-PSM the manuals that guide the safe operation and maintenance of the system. The subcontractor will provide a 1-year warranty for the installed system.
10. Handover project and close-out documentation. The subcontractor will share as-built drawings and all manuals for the installed firefighting system.
 11. Attend to any snags or defects during Defects Liability Period of 12 months

The works to be performed include the following:

Phase 1 – Implementation Plan

The offeror shall be responsible for the development of a detailed Implementation Plan. 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 design 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 work schedule for the various phases shall be prepared using the Critical Path Method.

Phase 2 – Review and Update of Final Design Documents

The Final Design Documents associated with this project were prepared by DH Engineering Consultants and completed in September 2022. The Final Design Documents are presented under Attachment C, D, E, F, and include plans, detail drawings, technical specifications, and bill of quantities as prepared by DH Engineering Consultants for the implementation of the project. The selected offeror shall perform a constructability review and familiarize themselves with the Final Design Documents and reproduce them as necessary to verify all information and quantities contained therein. In particular, the offeror shall review all layouts, alignments, quantities, volumes, locations, and sizes of proposed improvements contained in the Final Design Documents.

As part of the review process and prior to starting construction, the offeror shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The offeror shall make the Final Design Documents his/her own and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements of the AISB standards and Local Government Fire Services Act 2020 and International Building Code for similar constructions.

Phase 3 – Kick-Off Meeting

The offeror shall participate in a kick-off meeting and site visit with GHSC-PSM Zambia and ZAMMSA. The purpose of the kick-off meeting is to introduce the offeror to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

The offeror shall summarize the comments generated during the meeting in a memorandum and revise the Final Design Documents and Implementation Plan accordingly.

Phase 4 – Site and Civil Works

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 Implementation plan and the said Security Plan shall be subject to 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 components associated with the completion of the firefighting system as per the implementation plan and approved final design documents. The work shall include but not be limited to:

- Pipe fabrication
- Removal and replacement of existing sprinkler heads
- Supply, delivery, and installation of containerized fire pumps
- Installation fire alarm and smoke detectors
- Cleaning of existing water tank
- Pressure testing of the pipework and sprinkler system

The offeror shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The offeror shall submit the sketches and/or drawings to GHSC-PSM Zambia for review prior to installing said work item.

Phase 5: Installation of Mechanical and Electrical Components

The offeror shall be responsible for procuring and/or fabricating all required components for the completion of the firefighting system as well as all necessary appurtenances to complete the installation. The offeror shall be responsible for all permit fees, procurement, shipping, and storage, as required.

All assembly and installation shall be as per the final design documents, unless approved otherwise. The work shall also include the patching and repair of all existing items disturbed by the offeror during the installation of the firefighting system. The offeror shall be responsible for the disposal of all unsuitable material removed from the work area during installation. 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.

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. The photographic record and field journal shall be available to GHSC-PSM Zambia for review during site visits.

Phase 6 – Environmental Compliance

The offeror shall follow the established Environmental Mitigation Plan & Report (EMPR) in order to comply with USAID requirements for the GHSC-PSM Zambia program. The purpose of the EMPR is to monitor environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the EMPR, the offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The offeror shall also maintain on file and provide to Chemonics at the end of the subcontract, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided under Attachment I.

A.2 DELIVERABLES

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

Deliverable No. 1: Implementation Plan, Submission of a Performance guarantee and Submission of Insurance cover Policy

The Offeror shall be responsible for the development of a detailed Implementation Plan for review and approval by GHSC-PSM Zambia prior to the start of work. The Implementation Plan shall include all the elements identified in Section A.1 of the Scope of Work for provision of all supply, delivery, installation, and commissioning services. The offeror shall submit the Implementation Plan in electronic format to GHSC-PSM for review and approval. In the event that GHSC-PSM

finds deficiency with the Implementation Plan, the Subcontractor shall revise and resubmit until approval is obtained.

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 selected Offeror shall prepare all installation details following the specifications and codes provided in **attachment D (i and ii)** and **attachment E (i and ii)**, that are for use during installation of the fire pumps and completion of the installation of the firefighting system.

Equipment and materials proposed for the installation must be suitable for sprinkler system use and must comply with industry-recognized standards. As part of the installation process, the Offeror shall confirm the site measurements and identify any changes in the site conditions presented in attachment **C and, attachment D**.

The offeror shall submit a performance guarantee illustrated in Attachment H and shall provide the insurance policy that covers all contractor risk covers within 14 days of signing the subcontract.

Ongoing ZAMMSA Operations:

ZAMMSA is utilizing the existing warehouse facility in Luanshya District for the storage and distribution of medical products into the Copperbelt and Northwestern region hospitals and clinics. The operation of the 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 the 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 the safety of staff and partners.

Deliverable No. 2: Kick-Off Meeting

The Offeror shall participate in a kick-off meeting 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 and incorporate them to the extent possible in the development of the design documents and the implementation for the project. The offeror shall submit the memorandum in electronic format to GHSC-PSM for review and approval.

Deliverable No. 3: Supply and Delivery to ZAMMSA regional warehouse of fire pumps, fire pumps connection components, sprinkler heads and fire alarm components

The Offeror will transport and deliver to the ZAMMSA regional warehouse all components, materials, tools, and equipment required for the installation of the fire pumps, fire hydrants and completion of installation of the sprinkler system. All the fire pumps, sprinkler heads, fire alarm components, hydrants, and connection 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 pumps.

Deliverable No. 4: Installation of fire pumps and completion of installation of the existing sprinkler system and fire alarm system.

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 to ensure maximum safety and protection of personnel, materials, and equipment.

The Offeror shall install the fire pumps, water hydrants, fire alarm components and connection components as per the drawings laid out in **attachment C and attachment D (i and ii)**, while following specifications laid out in **attachment E (i and ii)**. 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. All installation work will be performed by qualified technicians. The work will also include the repair of all existing items damaged by the Offeror under this phase.

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 the provision of electric power required, and for the provision of potable water supply for drinking and non-potable water for installation 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 progress along with a field journal kept by the 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 January 30, 2023 (**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: Testing, training, and commissioning of the Sprinkler system

Completion of testing, commissioning, and training of ZAMMSA staff on the safe operation and maintenance of the sprinkler system and fire protection 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 to utilize the sprinkler system and fire protection components in a safe manner.

SOPs for the use and maintenance of the sprinkler system and fire protection components will be submitted to and approved by Chemonics and ZAMMSA.

Deliverable No. 6: Final Report and Final Design acceptance

The Offeror shall submit a Final Report summarizing the work associated with the procurement and installation of the fire pumps, sprinkler heads, fire alarm and firefighting system connection components. The Final Report shall include a copy of the final design documents, record drawings, progress reports, EMPR, quality control measures employed to ensure quality materials and workmanship, operation, and maintenance manual (O&M Manual) for all the installed systems.

The Final Report shall include a copy of the final accepted documents, record drawings, environmental compliance, monthly reports, 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.

During the implementation of the project, the offeror shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the offeror shall develop record drawings to accurately reflect ‘as-built’ conditions of the work associated with this project.

The Final Report shall be submitted upon the completion of testing, training, and commissioning of the firefighting system. All applicable manufacturer’s warranties for the equipment must be passed on to ZAMMSA by Subcontractor after commissioning of the sprinkler system.

Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1.	Submission and approval of a detailed Implementation plan, performance guarantee, insurance, and DBA	2 weeks after subcontract start date
2.	Completion of a Kick-off meeting and approval of submitted memorandum	3 weeks after subcontract start date
3.	Supply and Delivery to ZAMMSA warehouse of fire pumps, fire alarm, sprinkler heads and connection components	6 weeks after subcontract start date
4.	Installation of fire pumps and connection to the existing sprinkler system	11 weeks after subcontract start date
5.	Testing, training, and commissioning of Sprinkler system and fire pumps	14 weeks after subcontract start date
6.	Final acceptance	15 weeks after subcontract start date

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

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

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 UEI Number: *(INSERT Subcontractor UEI 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 a

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 subcontracting (Name of successful bidder) to participate with GHSC-PSM to carry out a supply, delivery, installation and commissioning of fire pump and completing the installation of the firefighting system to serve the Zambia Medicines and Medical Supplies Agency (ZAMMSA) Regional Warehouse in Luanshya, 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 subcontract is to supply, deliver, install, and commission fire pumps and firefighting system to serve the Zambia Medicines and Medical Supplies Agency (ZAMMSA) regional Warehouse in Luanshya District, Zambia. The fire pumps and completed firefighting system will enable ZAMMSA to safely store pharmaceutical commodities and offer protection to the warehouse against fire hazards.

A.2. Scope of Work

OVERVIEW

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

The subcontractor shall take note of the following:

1. All excavation and backfilling shall be done by ZAMMSA personnel and shall use ZAMMSA equipment.
2. All ground preparation and placement of select materials, i.e., crushed stone and gravel, for the pre-cast concrete base for the fire pump shall be described in Technical Offer.
3. Where testing of any kind is required in this RFP, the Offeror shall propose protocols and referenced standards in the Technical Offer.
4. Where work is generally described in this RFP and specifications have not been included, the Offeror shall provide details in the Technical Offer.

The successful bidder will supply, install, and commission fire pumps and complete the installation of the firefighting system as per the functional specifications provided in **attachment C, D, E, and F**.

The works will include but are not limited to the underlisted:

5. Site set up:

Mobilization of the subcontractor to site, coordinating with GHSC-PSM and the ZAMMSA Luanshya Hub management for a work area and the ZAMMSA Luanshya Hub security protocols that the subcontractor will follow.

6. Firefighting system:

Procurement, supply, and installation of various components of the firefighting system including:

- a. Testing of existing pipe work.
- b. Removal of existing sprinkler heads and replacing with sprinkler heads rated as follows:

15mm Brass pendant 68 degrees conventional automatic sprinkler head with white ceiling rosette with operating temperature of 68 / 78 degrees Celsius and jointing complete with heat shield on each sprinkler head.

- c. In the section above the solar system battery bay, the sprinkler heads will be removed and the pipes covering that section will be plugged to cut-off water flow over the said area.
- d. Installation of a mobile foam canon in the hazardous store complete with 90 kg tank, hose, and nozzle on a wheeled frame.
- e. Painting all pipes with one coat etching primer and two coats of signal red gloss enamel.
- f. Drain, clean, and sterilize the existing water tank.
- g. Remove and replace all pipe connections from the tank to the pump house with 200 mm seamless Sch. 40 carbon steel pipes with steel pipe supports.
- h. Remove existing pipe from tank to the warehouse and replace with 200mm seamless Sch. 40 carbon steel pipes wrapped in Denso tape. (Refer to drawings for specifications).

- i. Connect existing tank to the newly installed pump.
- j. Installation of Control Valves (CVs) with all necessary fittings as detailed on the drawings.
- k. Connect existing pipework in the warehouse to the new ICV. (Refer to drawings)
- l. Installation of containerized fire pumps that meet the underlisted requirements

ASIB Approved containerised centrifugal fire pump set comprising 2 X duty and 1 X jockey pumps as described or equivalent by a fully approved manufacturer with minimum Capacity:

2900 l/m @80 m HD, 75.0 KW, 3PHASE /50Hz/ 380V:
(Electric pump) complete installed comprising:

- Pressure switches
- Red warning light for fixing on valve chamber
- Control panels as described
- Anti-vibration mounts

66 KW,3 PHASE (Diesel) Comprising:

- Pressure switches
- Red warning light for fixing on valve chamber
- Control panels as described
- Anti-vibration mounts

Pressure maintaining 1.1 KW "Jockey" pump by a fully approved manufacturer and suitable for automatic operation by water pressure switch with:

- Capacity: 20litres / minute at 5.5 bars
- Power Source: 380V/3Phase/50Hz

Comprising:

- Pressure switch
- Control panel as described
- Anti-vibration mounts
- Complete with external siren and strobe light to indicate Fire Pump is running.

7. Pressure testing of all pipework.
8. Install fire detectors, fire resistant cabling and fire alarm panels in the existing Warehouse and Administration block with addressable fire control panel, siren, and strobe light.
9. Re-install existing fire alarm panel with existing detectors and cabling from the administration block in the Hazardous chemicals store complete with siren and strobe light, all installed in a weatherproof enclosure. A new battery will be required for this panel.
10. Test and commission fire sirens and strobe lights.
11. Zone test fire alarm panels.

12. Test, commission, and hand over system.
13. Training, operation of the firefighting system and maintenance.
The contractor will train ZAMMSA staff on the safe use and operation of the system. After training the contractor will share with ZAMMSA and GHSC-PSM the manuals that guide the safe operation and maintenance of the system. The subcontractor will provide a 1-year warranty for the installed system.
14. Handover project and close-out documentation. The subcontractor will share as-built drawings and all manuals for the installed firefighting system.
15. Attend to any snags or defects during Defects Liability Period of 12 months

A.3. Deliverables

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

Deliverable No. 1: Implementation Plan, Submission of Performance guarantee and Submission of Insurance Cover Policy

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 selected subcontractor shall prepare all installation details following the specifications and codes provided in **attachment E** that are for use during installation of the fire pumps and completion of the installation of the firefighting system.

Equipment and materials proposed for the installation must be suitable for sprinkler system use and must comply with industry-recognized standards. As part of the installation process, the subcontractor shall confirm the site measurements and identify any changes in the site conditions presented in **attachment D and E**.

The offeror shall submit a performance guarantee illustrated in Attachment H and shall provide the insurance policy that covers all contractor risk cover within 14 days of signing the subcontract.

Ongoing ZAMMSA Operations:

ZAMMSA is utilizing the existing warehouse facility in Luanshya District for the storage and distribution of medical products into the Copperbelt and Northwestern region hospitals and clinics. The operation of the 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 the 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 a kick-off meeting 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 regional warehouse of fire pumps, fire pumps connection components, sprinkler heads and fire alarm components

The subcontractor will transport and deliver to the ZAMMSA regional warehouse all components, materials, tools, and equipment required for the installation of the fire pumps, fire hydrants and completion of installation of the sprinkler system. All the fire pumps, hydrants and connection 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 pumps.

Deliverable No. 4: Installation of fire pumps and completion of installation of the existing sprinkler system and fire alarm system

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 in the Proposal and said Security Plan shall be subject to 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 fire pumps, water hydrants and connection components as per the drawings laid out in **attachment C**, **attachment D**, and **attachment E** and specifications laid out in **attachment F**. 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. All installation work will be performed by qualified technicians. The work will also include the repair of all existing items damaged by the subcontractor under this phase.

The subcontractor shall be responsible for the disposal of all waste material generated by the subcontractors' 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 the 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 progress along with a field journal kept by the 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 30, 2023 (**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: Testing, training, and commissioning of the Sprinkler system

Completion of testing, commissioning, and training of ZAMMSA staff on the safe operation and maintenance of the sprinkler system and fire protection 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 protection components in a safe manner.

SOPs for the use and maintenance of the sprinkler system and fire protection components will be submitted to and approved 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 fire pumps and firefighting system connection components.

The Final Report shall include a copy of the final accepted documents, record drawings, environmental compliance, monthly reports, 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 testing, training, and commissioning of the firefighting system. All applicable manufacturer’s warranties for the equipment must be passed on to ZAMSA by Subcontractor after commissioning of the sprinkler system.

A.4. Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1.	Submission and approval of a detailed Implementation plan, performance guarantee, insurance, and DBA	2 weeks after subcontract start date
2.	Completion of a Kick-off meeting and approval of submitted memorandum	3 weeks after subcontract start date
3.	Supply and Delivery to ZAMMSA regional warehouse of fire pumps, fire pumps connection components, sprinkler heads and fire alarm components	6 weeks after subcontract start date
4.	Installation of fire pumps and completion of installation of the existing sprinkler system and fire alarm system	11 weeks after subcontract start date
5.	Testing, training, and commissioning of Sprinkler system and fire pumps	14 weeks after subcontract start date
6.	Final acceptance	15 weeks after subcontract start date

*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.

Chemionics 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 Chemionics through a modification to this subcontract.

Section B. Reporting and Technical Direction

- (a) Only Chemionics' Senior Vice President has authority on behalf of Chemionics 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 Stichelen 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 Chemionics forthwith and Chemionics 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 regional warehouse of fire pumps, fire pumps connection components, sprinkler heads and fire alarm components
4. \$XX,XXX	4. Installation of fire pumps and completion of installation of the existing sprinkler system and fire alarm system
5. \$XX,XXX	5. Testing, training, and commissioning of Sprinkler system and fire pumps
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 for 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, 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 [AIDAR752.225-70 (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 Chemionics, 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 Chemionics pursuant to this Subcontract shall become the sole property of Chemionics.

Section H. Indemnity and Subcontractor Waiver of Benefits

The Subcontractor shall defend, indemnify, and hold harmless Chemionics 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 Chemionics 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 Chemionics.

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.

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

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.

- (a) Chemonics reserves the right to request the replacement of Subcontractor personnel and may terminate the subcontract due to nonperformance by the Subcontractor.
- (b) 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
- (c) 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), 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 UEI 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-tiersubcontractors 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. residentialien, 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 Y-2. 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 Y-3. 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 Y-4. 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:

- 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");
- 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;
- 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 Chemionics 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.

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 Chemionics affiliate, consistent with the requirements of applicable Law, and (iii) obtaining the prior written consent of Chemionics; and Only collect, use, disclose, or otherwise process Personal Information upon instruction of Chemionics.

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

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

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Clause Number	Title	Date*	Notes and Applicability
52.202-1	DEFINITIONS	NOV 2013	All subcontracts regardless of value
52.203-3	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-8	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)
52.203-10	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)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
52.203-13	CONTRACTOR CODE OF 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.
52.203-14	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)
52.203-17	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
52.204-06	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
52.204-10	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.
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."

	KASPERSKY LAB AND OTHER COVERED ENTITIES		
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)

Clause Number	Title	Date*	Notes and Applicability
52.215-2	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.)
52.215-10	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).)
52.215-11	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.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.

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52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 <i>and</i> Subcontractor proposed facilities capital cost of money in its proposal.
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 <i>and</i> Subcontractor did not propose facilities capital cost of money in its proposal.
52.215-18	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.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies.)
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
52.216-7	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

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Clause Number	Title	Date*	Notes and Applicability
			government entities in paragraph (d) are unchanged.)
52.216-8	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.)
52.216-10	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.)
52.216-11	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.)
52.216-18	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-19	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
52.217-9	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.)
52.219-8	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.)
52.219-9	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.)
52.222-2	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.)
52.222-3	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;

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52.222-21	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.
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Clause Number	Title	Date*	Notes and Applicability
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
52.222-26	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.
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
52.222-35	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.
52.222-36	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
52.222-37	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
52.222-40	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;
52.222-50	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S., and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
52.222-54	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.
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.

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52.225-1	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
52.227-2	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
52.227-9	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties.
52.227-14	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.
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
52.228-4	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.
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
52.228-9	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)
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
52.229-8	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.
52.230-2	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.
52.230-3	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.
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.

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	FOR CONTRACTS AWARDED TO FOREIGN CONCERNS		
52.230-5	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.
52.230-6	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.
52.232-20	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.)
52.232-22	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.)
52.232-40	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.)
52.233-3	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 called for by this Subcontract.		
52.237-8	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.
52.237-9	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.
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.

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52.242-3	PENALTIES UNALLOWABLE COSTS FOR	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
52.242-4	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.
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.242-15	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
52.243-2	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
52.243-3	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.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.
52.245-1	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.
52.246-3	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"
52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
52.246-5	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
52.246-6	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.)

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52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-6	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.
52.249-8	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-14	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)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.

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	ACT)		
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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 INFORMATION LOCATOR	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)

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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

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

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the information in this form is required to be reported by prime contractors through FAR 52.204-10

“Reporting Executive Compensation and First-Tier Subcontract Awards” for Grants (subawards) valued at \$30,000 and greater (See Required As Applicable Standard Provision # 7 for non-U.S. organizations, # 24 for U.S. organizations, and # 3 for U.S. and Non-U.S. fixed amount awards) in the FFATA Subcontract Reporting System (FSRS.gov). As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract, Sub-Task Order with a value of \$30,000 or more or a Grant with a value of \$30,000 or more. Please review the Subcontractor/Grantee Data included herein for accuracy and note any adjustments necessary.

The Subcontractor/Grantee is exempted from the FSRS.gov reporting in the case of a positive response to Section A.

Prime Contract Insert Prime Contract Name
Insert Prime Contract Number/Task Order Number

Subcontractor/Grantee Data
Insert Subcontractor/Grantee Name
Insert Subcontractor/Grantee Address
Insert Subcontractor/Grantee City
Insert Subcontractor/Grantee State in USA, or Province/Other
Insert Subcontractor/Grantee Zip code or Postal Code
Insert Subcontractor/Grantee Country

Subcontract/Grant Number: Insert Subcontract/Grant Number
Start Date: Insert Subcontract/Grant Start Date
Subcontract/Grant Value: Insert Subcontract/Grant Value

A. In the previous tax year, was your company’s/grantee 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/Grantee UEI Number: UEI on record

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

Yes No

(iii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through

periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?:

Yes No

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

Yes No

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

1. Name: _____
Amount: _____

2. Name: _____
Amount: _____

3. Name: _____
Amount: _____

4. Name: _____
Amount: _____

5. Name: _____
Amount: _____

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

Signature and Title (required)

Date

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

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

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

INSERT SUBCONTRACTOR/GRANTEE NAME FFATA

Questionnaire and Certification Page 2 of 2

Z.7. REPRESENTATIONS AND CERTIFICATIONS

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

[End of Subcontract]

Annexure –A Letter of Transmittal

To:

Chemonics International Inc.
USAID/[Name of project] Office
[Address]

Attention: [Name, title of person receiving the proposals]

RE: Letter of Transmittal, RFP No. [Insert RFP number]

(insert name of company) hereby proposes the attached offer to perform all work required for the [Insert type of work to be done. ex: Rehabilitation of the Irrigation System of Bally in Hauts de Saint-Marc as described in the above referenced RFP]. Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

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

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

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B: REQUIRED CERTIFICATIONS

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

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

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

(a) The offeror certifies that—

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

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

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

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

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

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

(2)

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

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

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

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

 (insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

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

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

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

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

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

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

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

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

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

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

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

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common parent.

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

Name _____
TIN _____

insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

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

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

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

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the

Offeror to furnish a certification or provide such additional information as requested by the Chemonics Chief of Party may render the Offeror 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 to the Government, the Chemonics Chief of Party or [insert name of individual authorized per [Corporate Authorities Matrix](#)] may terminate the subcontract resulting from this solicitation for default.

_____ *insert name of company* _____
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

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

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

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

(a) Definition.

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

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

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

Listed End Product:

Listed Countries of Origin:

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

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced

or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

_____ *insert name of company* _____
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

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

The current list of products was published in the December 1, 2014 Federal Register and includes the following:

Product	Countries
Bamboo	Burma
Beans	Burma
Brazil Nuts / Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cassiterite (tin ore)	Democratic Republic of the Congo
Cattle	South Sudan
Coal	Pakistan
Coca	Colombia
Cocoa	Cote D'Ivoire, Nigeria
Coffee	Cote D'Ivoire
Coltan (tantalum ore)	Democratic Republic of the Congo
Cotton	Benin, Burkina Faso, China, Tajikstan, Uzbekistan
Cottonseed (Hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embellished Textiles	India, Nepal
Fish (Including Talapia)	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of the Congo
Granite	Nigeria
Gravel	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Boliva, Burma
Teak	Burma
Textiles	Ethiopia
Tobacco	Malawi

Toys	China
Wolframite (tungsten ore)	Democratic Republic of the Congo

Source: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>

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

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

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

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

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or

ATTACHMENT B-7: EVIDENCE OF RESPONSIBILITY STATEMENT

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

The offeror hereby certifies the following:

1. Authorized Negotiators

The **Company Name** proposal in response to RFP No. [insert RFP number] may be discussed with any of the following individuals. These individuals are authorized to represent **Company Name** in negotiation of this offer in response to RFP No. [insert RFP number].

List Names of Authorized signatories

These individuals can be reached at **Company Name** office:

Address
Telephone/Fax
Email address

2. Adequate Financial Resources

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

3. Ability to Comply

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

4. Record of Performance, Integrity, and Business Ethics

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

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

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

6. Equipment and Facilities

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

7. Eligibility to Receive Award

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

8. Commodity Procurement

Not applicable to this RFP.

9. Cognizant Government Audit Agency

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

10. Acceptability of Subcontract Terms and Conditions

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

11. Organization of Firm

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

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B-8: 52.222-56 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Oct, 2020)

*This certification is required for all subcontracts including purchase orders that: 1. are for supplies, other than commercially available off-the-shelf items (COTS) to be acquired outside the United States, or services to be performed outside the United States, and 2. have an estimated value that exceeds \$550,000. The certification requires subcontractors to certify **before award and annually** that they are in compliance with the terms and conditions under FAR 52.222-50, and have an anti-trafficking compliance plan in place as required by the FAR clause.*

Name of Project: _____
Contract Number: _____

The Contractor certifies for the afore-referenced award(s) 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) After having conducted due diligence, either—

- (i) To the best of the Contractor’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 Contractor or proposed Subcontractor has taken the appropriate remedial and referral actions.

Company Name _____

Company’s Authorized Representative Name _____

Company’s Authorized Representative Title _____

Company’s Authorized Representative Signature _____

Date _____

[Instruction: As indicated above, use the certification document directly below if the awarded instrument is a cooperative agreement with a value greater than \$500,000 and the client has requested a certification from Chemonics. Be sure to send the signed certification to the client only after the awarded instrument is reviewed by Contracts and cleared for full execution. Whether or not a certification was requested, if the value of the cooperative agreement is above \$500,000, the project must complete an Anti-Trafficking Compliance Plan]

CERTIFICATION REGARDING TRAFFICKING IN PERSONS, IMPLEMENTING TITLE XVII OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2013

Name of Project: _____

Cooperative Agreement Number: _____

By signing below, the applicant or recipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies for the afore-referenced award that:

1. The applicant/recipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision “Trafficking in Persons” and is in compliance with that plan;
2. The application/recipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision “Trafficking in Persons” and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/recipient engaging in any activities described in such section; and
3. To the best of the representative’s knowledge, neither the applicant/recipient, nor any employee, contractor, or subawardee of the applicant/recipient, nor any agent of the applicant/recipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision “Trafficking in Persons.

Company Name _____

Company’s Authorized Representative Name _____

Company’s Authorized Representative Title _____

Company’s Authorized Representative Signature _____

Date _____

ATTACHMENT C: MAIN WAREHOUSE DRAWINGS

ATTACHMENT D: FIREFIGHTING SYSTEM LAYOUT AND HAZARDOUS STORE

(see attached)

ATTACHMENT E: FIRE SPRINKLER AND FIRE DETENTION BOQ

(see attached)

ATTACHMENT F: SCOPE OF WORKS

(see attached)

ATTACHMENT G: SCHEDULE OF VALUES

Deliverable Name	Total Cost
Deliverable 1: Implementation Plan, Performance guarantee, Insurance	
Deliverable 2: Kick-off Meeting and Memorandum	
Deliverable 3: Supply and Delivery to ZAMMSA regional warehouse of fire pumps, fire pumps connection components, sprinkler heads and fire alarm components	
Deliverable 4: Installation of fire pumps and completion of installation of the existing sprinkler system and fire alarm system	
Deliverable 5: Testing, training, and commissioning of Sprinkler system and fire pumps	
Deliverable 6: Final acceptance	
Total	

ATTACHMENT H: EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY

To:

Chemonics International Inc.
USAID/[Name of project]
[Address]

REF: Subcontract No. [subcontract number]

Whereas [name of subcontractor], [address of subcontractor] (hereinafter called “the Subcontractor”) has undertaken, in pursuance of Subcontract No. [subcontract number] dated [date of subcontract] to execute [subcontract number], for the [Title of RFP. ex: rehabilitation of the irrigation system of bally in hauts de saint-marc in the locality of bally] (hereinafter called “the Subcontract”);

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

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

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

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

Attachment I: Environmental Monitoring checklist
(See attached)