



January 13, 2023

Request for Proposals # PSM-HTI – HO – 2023-01

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, USAID Contract No. AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018, is issuing an Indefinite Quantity Subcontract (IQS) Request for Proposals (IQS RFP) for system development and implementation services for multiple information systems deployed in multiple countries supporting the national supply chain operation. The attached IQS RFP contains all the necessary information for interested Offerors.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to HaitiWarehouse@ghsc-psm.org by January 18, 2023.

Following this RFP, Chemonics anticipates awarding a global/multi-country Indefinite Quantity Subcontract (IQS) and may issue accompanying TOs. During implementation of the work solicited in this RFP, the IQS instrument will serve as the governing subcontract for the work and relationship between the contractor and subcontractor, while the TOs instruments will be used by the contractor to order work from the subcontractor as needed, within the parameters of the IQS. Only IQS holders may bid on TOs under the IQS. The GHSC-PSM Haiti project will be administering the IQS, however Chemonics intends to issue sub-task orders under this IQS to provide these services in multiple GHSC-PSM country projects that will allocate funding for their implementation.

If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to the website where this IQS RFP was published.

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

Sincerely,

John Stanton
Managing Director
Global Health Supply Chain Program – Procurement and Supply Management project

Request for Proposals

IQS RFP # PSM-HTI – HO – 2023-01

For the provision of

System Development and Implementation Services

Contracting Entity:

Chemonics International Inc.
1275 New Jersey Ave SE, Suite 2000
Washington, DC 20003

Funded by:

United States Agency for International Development (USAID)

Funded under

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

:

Prime Contract Number AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018

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

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

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

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

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

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

Please contact Managing Director, John Stanton jstanton@chemonics.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

IQS RFP Table of Contents

List of Acronyms

Section I Instructions to Offerors

- I.1 Introduction
- I.2 Offer Deadline
- I.3 Submission of Offers
- I.4 Requirements
- I.5 Indefinite Quantity Type Subcontract and Future Task Orders
- I.6 Source of Funding and Geographic Code
- I.7 Chronological List of Proposal Events
- I.8 Validity Period
- I.9 Evaluation and Basis for Award
- I.10 Negotiations
- I.11 Terms of Subcontract
- I.12 Privity

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

- II.1 Background
- II.2 Scope of Work
- II.3 Period and Place of Performance
- II.4 Staffing
- II.5 Expected Deliverables

Section III Firm Fixed Price Subcontract (Terms and Clauses)

- Annex 1 Sample Proposal Cover Letter
- Annex 2 Guide to Creating Financial Proposal and Sample Budget
- Annex 3 Required Certifications
- Annex 4 UEI and SAM Registration Guidance
- Annex 5 Minimum Technical Requisites and Past Performance Template
- Annex 6 General Expertise

List of Acronyms

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COR	USAID Contracting Officer's Representative
CDC	Deputy Country Director
CV	Curriculum Vitae
CD	Country Director
DTT	Distribution Transportation Tool
FAR	Federal Acquisition Regulations
FDR	Fixed Daily Rates
ICC	Integrated Call Center
IQS	Indefinite Quantity Subcontract
MD	Managing Director
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SOW	Scope of work
STO	Sub Task Order
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development
USG	U.S. Government
VAT	Value Added Tax
VoIP	Voice over Internet Protocol
WMS	Warehouse Management System

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, under contract number No. AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM project to provide system support and maintenance services for multiple information systems deployed leveraged for national supply chain operation in multiple GHSC-PSM supporting countries.

The purpose of the GHSC-PSM project is to ensure an uninterrupted supply of health commodities in support of U.S. government-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), President’s Malaria Initiative (PMI), USAID’s population and reproductive health program, and USAID’s newborn, child health and maternal health program. To support U.S. government-funded global health activities, GHSC-PSM manages an array of health commodity procurement services and provides related systems strengthening technical assistance encompassing all elements of a comprehensive supply chain.

To support the efficient and effective national supply chain operation, GHSC-PSM project has implemented numerous information systems (ISs) to increase efficiency and accuracy for operation and reduce redundant effort. The logistic management information system (LMIS), warehouse management system (WMS), procurement system, distribution and transportation system, etc. are few examples of the information systems deployed.

As the same objectives of PSM supply chain operation, and complexity of system development and implementation, some information systems are rolled out to multiple GHSC-PSM countries. The centralized operational concept leveraging the same systems proven to provide standard operation and a cost-effective operation across countries.

The purpose of this acquisition is to seek for a firm to provide system development, enhancement, implementation, user support and system maintenance service to the Integrated Call Centers (ICC) and Distribution Transportation Tools (DTT) information systems already deployed and/or to implement these systems in various countries within the GHSC-PSM project.

PSM country programs use the Integrated Call Center (ICC) to receive beneficiaries’ request for additional health commodities stock, request for equipment or material and requests for technical assistance. Country programs also use the ICC to confirm delivery and receipt of all products distributed by PSM, request beneficiaries’ submission or corrections to monthly reports, notify of a recall on a specific product, alert networks of close-to-expiry and slow-moving products as needed, collect or validate data for project indicators and to invite participants to training events. The GHSC-PSM project currently has ICCs in Burkina Faso, Haiti, Niger, Cameroon, Mali and Mozambique.

The Distribution Transportation Tool improves the efficiency and visibility of commodity distribution. It is being piloted in Cameroon, Haiti, and Niger to ensure a more reliable GPS tracking of health commodities being distributed by third-party logistics providers (3PL) providers. The information obtained from the DTT system includes data about the driver, the staff loading the vehicle, the destination, and information about the products.

The DTT app can also visually connect the driver, truck, project staff, GPS tracker, destination, and commodities being distributed. The DTT system includes visual mapping, geofencing and an alert system.

Chemonics anticipates issuing an award to one company or organization. The award will be in the form of a global/multi-country indefinite quantity subcontract (IQS) with STOs issued priced on a firm fixed price basis (hereinafter referred to as “the IQS”). The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the IQS, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this IQS RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the IQS. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by Sections II and III. Chemonics will subsequently solicit individual orders for the scope of services requested. These individual orders are called STOs. While the global/multi-country IQS will contain the main terms and conditions and the pricing methodology to be used in negotiating STOs, each STO will contain specific information regarding the services being requested by GHSC-PSM Project the period of performance, deliverables, and other details about the specific work ordered. STOs issued under the IQS will be on a Fixed Price STOs basis. The Offeror shall develop a budget (i.e., cost proposal) for each STO using the pricing methodology set forth in the IQS. Chemonics will not reimburse the Offeror for any costs associated with managing the IQS; each STO must stand on its own.

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

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

I.2. Offer Deadline

Offerors shall submit their offers by email no later than 5:00 p.m. EST on **January 26, 2023**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. In accordance to FAR 52.215-1(c)(3)(ii)(A) late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to Sonnya Valencia to HaitiWarehouse@ghsc-psm.org.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MS 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.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit. The IQS RFQ number must be included in the subject line.

I.4. Requirements

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

A. General Requirements

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country where the company or organization is headquartered upon award of the IQS.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive an IQS valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.¹

B. Required Proposal Documents

1. Cover Letter

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

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

¹ If Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not possible. Contact sam.gov to obtain a number: Further guidance on obtaining a UEI number is available from Chemonics upon request.

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

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

2. IQS Technical Proposal

Offerors must prepare and submit an IQS-specific technical proposal which shall respond to and include the following comprise the following parts:

Part 1: Technical Approach, Methodology and Detailed Work Plan.

General Expertise:

The successful offeror shall demonstrate in its technical proposal, proven records of the following expertise and skillset:

- Knowledge of the system development lifecycle framework
- Experienced in developing and implement the following information systems in the low- and middle-income countries (LMICs)
 - Integrated Call Centers for data collection and reporting
 - GPS tracking systems with focused on the tracking of good (similar to systems used in the commercial industries like UPS, DHL, FedEx) Data analysis reports and dashboard to aggregate and triangulate collected data from various systems for situational analysis and decision making
 - Demonstrated ability to integrate SMS and email notification systems with GPS tracking and other applications
- Experienced in the following system and software design, development and implementation at a minimal 5 years
 - System architecture, database structure and coding methodologies
 - Cloud based system
 - Integration of GSM (global system for mobile communications)
 - Flespi or similar middleware development
- Experienced in the following infrastructure and network management operation, at a minimal 5 years
 - IP addressing
 - Network architecture design, configuration and implementation including security setup via VPN for example
 - AWS service management and monitoring for continuous operation
 - Security design, configuration and management to prevent intrusion
- Experienced in AWS operation, rollout and setup
- Experienced in system and database optimization to achieve higher performance

In addition, the offeror shall demonstrate experience developing and maintain VoIP and non-proprietary GPS tracking software applications using a combination of the following infrastructure components and software:

Component	Software/System
Infrastructure	AWS (EC2, Route53, LightSail, S3, VPC)
	Meraki appliances and site-2-site VPNs
	Asterisk
	FreePBX and PBXAct
	VoIP and SIP Protocol
	Zulu software phone
	GSM gateways
	MQTT
Platforms	Mysql 8
	Docker, docker-compose, Portainer
	Nginx, Nginx proxy manager, Let's Encrypt
	Kafka local hosted clusters
	Flespi, Queclink GPS protocol
	Things Mobile, EMnify
	Scale Fusion
	SendGrid
	Twilio
	Taiga
	Kobo Toolbox
	Google Forms
Operating Systems	Ubuntu 16, 20 and 22
	Amazon Linux
	CentOS, SangomaOS
	Synology DSM
	Alpine
Programming Languages	SQL
	PHP 8
	Javascript
	NodeJS (NPM)
	BASH and ZSH
	HTML 5
	CSS

Component	Software/System
Frameworks and libraries	Bootstrap 4 and 5
	Jquery, JQueryUI
	Mapbox GL JS
	Bootstrap-Sweetalert
	bootstrap-select
	Bootstrap Toggle
	FontAwesome
	Datatables
	SweetAlert2
	JSPanel
	HTMLCanvas JS
	selectize.js
	litepicker
	js.colorpicker
	Tagify
	ekko-lightbox
	rangeSlider
	Popper
	Moment JS
	Flatpickr
Notify JS, Alertify JS	

The offeror shall submit Annex 6 with the technical proposal indicating the level of expertise they have using or applying the infrastructure, platforms, operating systems, programming languages, frameworks and libraries listed above. During the proposals’ evaluation process, Chemonics reserves the right to request offerors to conduct live demonstrations in the areas of expertise reported in Annex 6. At minimum, the offeror shall have medium to high level of proficiency applying the items highlighted in yellow in the table above to be consider eligible for proposal scoring.

Minimum Technical Requisites

The offeror must demonstrate experience in the following areas of expertise during the past 5 years to be eligible for evaluation and scoring.

- a. GPS: Development of non-subscription, nonproprietary GPS tracking applications to monitor distribution routes and geolocation of vehicles during distribution and transportation period.
- b. Call Center: Design and implementation of VoIP call center systems

The offeror shall provide the information on these technical areas of expertise using the template provided in Annex 5. The five years’ timeline should be counted from the date in which this RFP is issued.

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

During the proposals' evaluation process, Chemonics may require offerors to provide contact information of employers or of companies for which the proposed key personnel completed work during the past 5 years.

Offerors shall propose staff for the following **Key Personnel** positions necessary for the implementation of the scope of work:

Title	Labor Category Responsibilities	Minimum Qualifications
Project Technical Director	<p>Plan and strategize the development of applications</p> <p>Define the parameters for the design and implementation of call center systems</p> <p>Overall supervision of the Sub-task orders issued under the IQS.</p> <p>Liaise with Chemonics representatives for reporting and resolution of technical issues faced during implementation of the IQS and its Sub-TOs.</p>	5 years of experience designing and implementing call center systems and fleet GPS tracking solutions obtained during the past 10 years.
Senior Developer	<p>Implement the application development plans and strategies</p> <p>Assemble the adequate team required for the development, implementation and monitoring of applications and systems</p>	5 years of experience designing and implementing call center systems and fleet GPS tracking solutions obtained during the past 10 years.

The key personnel are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Subcontractor must immediately notify Chemonics reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID, through Chemonics, if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this Subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion. Chemonics will not pay for early repatriation of departing

long-term personnel, or fielding costs of replacement personnel, respectively, without the prior written approval of the USAID Contracting Officer through Chemonics

- Part 3: Corporate Capabilities, Experience, and Past Performance. **This part shall be between 2 and 3 pages long but may not exceed 3 pages.**

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include at least 3 past performance references of work completed on the two technical areas defined in Part 1 (under, consultancies as individuals or as a firm, contract, or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Experience as individual consultants would only be accepted from the proposed key personnel, or from the offeror's technical director.

Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. The Offeror shall use the Past Performance Template included in Annex 5. Chemonics reserves the right to check additional references not provided by an offeror.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this IQS RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

Offerors shall ensure that no pricing information is displayed in the Technical Volume. The proposed Fixed Daily Rates (FDRs) and proposed material costs will be used for the purpose of evaluating cost for the award of the IQS. The resulting subcontract will be an IQS, which will have a ceiling price under which STOs will be issued. The STOs will be issued for defined deliverables and with firm fixed prices. The IQS will have labor categories and levels with corresponding Fixed Daily Rates (FDRs). The FDRs incorporated in the IQS will be used to inform the creation of individual firm fixed price STOs.

Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost. All daily rates must be fully burdened (inclusive of all fees and overhead costs) and will remain in effect for the duration of the contract life. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost. See Annex 2 for the cost structure of the fixed daily rates.

The cost volume has no page limitation; however, the following shall be submitted in the format identified below. Please note that the below information shall be completed for the entire IQS pricing period:

a) Labor Categories

In order to successfully perform the SOW for STOs released under the IQS, offerors must propose one or more candidates for each of the labor category they deem necessary to implement task orders under the IQS. Each labor category must include the qualifications and experience.

b) Fixed Daily Rates (FDR)

The offeror shall propose an FDR in US dollars for each labor category. Each proposed daily rate must be “burdened” and must only include the following:

- Salary cost or consulting fee of the individual providing the services;
- Payroll costs (e.g. fringe benefits, social insurance, bank fees);
- Indirect costs applicable to labor (e.g. corporate overhead or management/administrative fee);
- Indirect costs applicable to non-labor costs (e.g. corporate overhead or management/administrative fee applied to other direct costs/materials);
- Reasonable profit or fee, if any.

If the Offeror has commercial rates, Offeror must provide:

- (1) Their commercial rate sheet;
- (2) Proof of using these rates on 3 other contracts; and
- (3) Offer a discount to those commercial rates

The labor category and corresponding daily rates proposed by the offeror will be incorporated in the IQS and will remain fixed for the IQS period. The daily rates will then be used to price individual STOs. The Offeror shall use the budget template included in Annex 2 to propose their FDRs.

The successful offeror shall demonstrate a proven records of the following expertise and skillset among the offered labor categories:

- Knowledge of the system development lifecycle framework
- Experienced in developing and implement the following information systems in the low- and meddle-income countries (LMICs)
 - Integrated Call Center for data collection and reporting
 - Commodities distribution and transportation tool supporting warehouse operation
 - Data analysis reports and dashboard to aggregate and triangulate collected data from various systems for situational analysis and decision making
 - Demonstrated ability to integrate SMS and email notification systems with GPS tracking applications
 - Knowledge
- Experienced in the following system and software design, development and implementation at a minimal 5 years
 - System architecture, database structure and coding methodologies
 - Cloud based system
 - Mobile applications
 - Integration of GSM (global system for mobile communications)
 - Flespi middleware development
- Experienced in the following infrastructure and network management operation, at a minimal 5 years
 - IP addressing

- Network architecture design, configuration and implementation including security setup via VPN for example
- AWS service management and monitoring for continuous operation
- Security design, configuration and management to prevent intrusion
- Experienced in AWS operation, rollout and setup
- Experienced in system and database optimization to achieve higher performance

C) Materials

The Offeror shall budget for any other direct costs necessary for the performance of the work under STOs, such as travel and transportation, per diem, communications costs, etc. Per diem rates are set by the US Department of State - https://aoprals.state.gov/web920/per_diem.asp. Under this IQS's pricing methodology, offerors are not allowed to apply an indirect or fee rate on Materials. If the Offeror has an established indirect rate structure and it is part of their accounting procedures to apply an indirect rate and/or fee on Materials, the cost must be factored into the FDR proposed for the IQS.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

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

All cost information must be expressed in US dollars. Offerors are invited to provide a narrative that accompanies each cost table that further elaborates the assumptions behind each unit cost.

I.5. Indefinite Quantity Type Subcontract and Future STOs

a) This IQS RFP will result in the award of an indefinite quantity type subcontract with STOs issued thereunder priced on a firm fixed price basis to one or more offerors. These STOs will be issued as the need arises. The award of the IQS – including quantities of supplies and services specified under it - are estimates only and are not purchased by the awarded IQS.

A Fixed Price STO is a subcontract for services, reports, or other tangible deliverables provided to and accepted by Chemonics on behalf of GHSC-PSM. As the name implies, the price of the STO is fixed, and it is not to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by STOs issued in accordance with the Ordering Procedures contained within the IQS. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in the IQS as the "Maximum Subcontract Ceiling," currently estimated at

\$100,000. Chemonics will order at least the quantity of supplies or services designated in the subcontract as the “Minimum Order Guarantee,” currently estimated at \$1,000.

c) Except for any limitations on quantities in the STO Limitations clause, there is no limit on the number of STOs that may be issued. Chemonics may issue STOs requiring delivery to multiple destinations or performance at multiple locations.

I.6. Source of Funding, Authorized Geographic Code

- a) Any subcontract resulting from this IQS RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. All goods and services offered in response to this IQS RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=bc646daa32249b2fcda27d1fce1c8ed2&mc=true&node=pt22.1.228&rgn=div5>.

There are multiple cooperating countries for this IQS RFP.

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

- b) 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 subcontractor 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.

I.7. Chronological List of Proposal Events

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

IQS RFP published

January 13, 2023

Deadline for written questions	January 18, 2023
Answers provided to questions/clarifications	January 20, 2023
Proposal due date	January 26, 2023
IQS award (estimated)	February 20, 2023

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

Written Questions and Clarifications. All questions or clarifications regarding this IQS RFP must be in writing and submitted to HaitiWarehouse@ghsc-psm.org no later than 5:00 p.m. EST on **January 18, 2023**. Questions and requests for clarification, and the responses thereto, will be circulated to all IQS RFP recipients who have indicated an interest in this IQS RFP.

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

Proposal Submission Date. All proposals must be received by 5:00 p.m. EST on January 26, 2023. Late offers will be considered at the discretion of Chemonics.

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 virtual presentations to the technical evaluation committee within 2 days of receiving notification.

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

I.8. Validity Period

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

I.9. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this IQS RFP, meets the minimum technical requisites, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will be decided using the tradeoff process.

This IQS RFP will use the tradeoff process to determine best value. 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. Cost proposals are not assigned points, but for overall evaluation purposes of this IQS RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	<p>Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?</p> <p>Has the offeror indicated all tools and resources required to provide the necessary services?</p>	5 points
	<p>Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</p>	5 points
	<p>Sector Knowledge – Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW?</p> <p>Does the proposal demonstrate the offeror’s understanding of the Public Health Supply Chain?</p> <p>Does the proposal indicate a working experience with software systems specified in the qualification section?</p>	20 points
Total Points – Technical Approach		30 points
Management, Key Personnel, and Staffing Plan		
	<p>Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the SOW?</p> <p>What resources does the offeror propose?</p> <p>Are the offeror’s proposed personnel and team configuration realistic for achieving the work with minimal project support?</p> <p>Has the offeror included a description of the Organizational Structure and Staffing indicating roles and responsibilities?</p>	20 points
Total Points – Management		20 points
Corporate Capabilities, Experience, and Past Performance		
	<p>Background and Experience – Does the offeror have relevant experience in the developing world especially Africa implementing GPS tracking systems applied</p>	30 points

	to supply chain management and designing and implementing locally and cloud-based VoIP call center technology?	
	Proficiency in software and systems listed in the General Expertise section as reported by offerors in Annex 6. Points will be assigned based on comparison among offers.	20 points
Total Points – Corporate Capabilities		50 points
Total Points		100 points

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This IQS RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the GHSC-PSM project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.10. Negotiations

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

I.11. Terms of IQS

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

I.12. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation. Offerors agree that any protest to this RFP must be presented in writing with a full explanation of the offerors concerns to Chemonics for consideration. USAID will not consider protests made to USAID under USAID-funded projects. At its sole discretion, Chemonics will make a final decision on the protest at a level above the Managing Director.

Section II Background, Scope of Work, Period and Place of Performance, Staffing, Expected Deliverables, and Deliverables Schedule

II.1. Background

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the under the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, USAID Contract No. AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018, is issuing an Indefinite Quantity Subcontract (IQS) Request for Proposals (IQRFP) for system support and maintenance services for multiple information systems deployed leveraged for national supply chain operation in multiple GHSC-PSM supporting countries.

The purpose of the GHSC-PSM project is to ensure an uninterrupted supply of health commodities in support of U.S. government-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), President’s Malaria Initiative (PMI), USAID’s population and reproductive health program, and USAID’s newborn, child health and maternal health program. To support U.S. government-funded global health activities, GHSC-PSM manages an array of health commodity procurement services and provides related systems strengthening technical assistance encompassing all elements of a comprehensive supply chain.

To support the efficient and effective national supply chain operation, GHSC-PSM project has implemented numerous information systems (ISs) to increase efficiency and accuracy for operation and reduce redundant effort. The Integrated Call Center (ICC), and the Distribution Transportation Tool, etc. are a couple samples of the information systems deployed.

As the same objectives of PSM supply chain operation, and complexity of system development and implementation, some information systems are rolled out to multiple GHSC-PSM countries. The centralized operational concept leveraging the same systems have proven to provide standard operation and a cost-effective operation across countries.

The purpose of this acquisition is to seek for an offeror who will provide services to maintain a continuous operation, implement enhancements, support users, and maintain for sustained and uninterrupted operation of these systems.

II.2. Scope of Work

The successful offeror shall provide system development, enhancement and implementation, user support and system maintenance service to the existing PSM Country Programs’ ICC and DTT information systems or to PSM Country programs that decide to implement the ICCs and DTTs systems. The development and implementation of systems may vary depending on the needs and objectives of each country. The successful offeror shall work closely with the GHSC-PSM project to perform the following activities in accordance with the approved Sub-TOs issued under the IQS.

- 1) Maintain and provide periodic updates to GHSC-PSM ICC and DTT landing page.
- 2) Program Chemonics procured GPS trackers and configure their use within appropriate DTT applications.
- 3) Specifically for the GHSC-PSM project in Mozambique, provide technical support for the Sistema de Informação e Gestão de Logística para Unidades Sanitárias (SIGLUS) help desk

in Mozambique. This support includes trouble shooting, providing technical guidance, or programming new functionality as requested.

- 4) Develop non-subscription, nonproprietary GPS tracking applications to monitor distribution routes and geolocation of vehicles during distribution and transportation period.
- 5) Design and implement VoIP call center systems
- 6) Provide help desk support for the Integrated Call Center and complete functionality upgrades
- 7) Provide help desk support for DTT, routine maintenance and functionality upgrades as requested by field office.
- 8) Provide help desk support for DTT, routine maintenance as well as functionality upgrades as requested by field office.

II.3. Period and Place of Performance

The anticipated period of performance for the IQS is March 1, 2023, to September 30, 2024. The primary place of performance will be the offeror off-site execution.

II.4. Staffing

The offeror shall propose two key personnel as defined in section 2. Technical Proposal. These technical experts that are available to work on recurring basis on one or more STOs issued under the IQS.

The allocated personnel are considered essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Subcontractor must immediately notify Chemonics reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID (through Chemonics) if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during this Subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion.

II.5. Expected Deliverables

This is an indefinite quantity type subcontract with STOs issued hereunder priced on a firm fixed price basis. The deliverables will be determined on a task order basis.

II.6. Deliverables Schedule

The deliverables schedule will be determined on a TO basis.

Section III Indefinite Quantity Subcontract (Terms and Clauses)

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

INDEFINITE QUANTITY SUBCONTRACT

Between

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

And

(add subcontractor name and address here)

Hereinafter referred to as Subcontractor

for

**USAID [INSERT NAME OF PROJECT] PROJECT
PRIME CONTRACT NO. [INSERT]**

Subcontract number: *(insert Subcontract Number here)*

Start Date: *(insert date here)*

End Date: *(insert date here)*

IQS ceiling (maximum aggregate value of all sub-task orders awarded): *(insert amount here - local subcontracts must be in local currency. If total fixed price exceeds \$250,000 or 5% of the total prime contract value, CO consent is required per FAR 52.244-2)*

ISSUED BY:

Chemonics International Inc.
1275 New Jersey Avenue SE, Suite 200
Washington, DC 20003

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 \$30,000 USD or higher unless exempted. Delete if not applicable.)*

Contents

SECTION A.	BACKGROUND, SCOPE OF WORK, DELIVERABLES	24
SECTION B.	SUBCONTRACT TYPE AND SUB-TASK ORDERS	27
SECTION C.	ORDERING PROCEDURES	28
SECTION D.	REPORTING AND TECHNICAL DIRECTION	29
SECTION E.	PERIOD OF PERFORMANCE	30

SECTION F.	INVOICING AND PAYMENT	30
SECTION G.	BRANDING POLICY AND REPORTING REQUIREMENTS	30
SECTION H.	AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]	31
SECTION I.	INTELLECTUAL PROPERTY RIGHTS	31
SECTION J.	INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS	32
SECTION K.	COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS	32
SECTION L.	PRIVITY OF CONTRACT AND COMMUNICATIONS	33
SECTION M.	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	33
SECTION N.	GOVERNING LAW AND RESOLUTION OF DISPUTES	34
SECTION O.	SET-OFF CLAUSE	35
SECTION P.	ASSIGNMENT AND DELEGATION	35
SECTION Q.	ORGANIZATIONAL CONFLICTS OF INTEREST	35
SECTION R.	GRATUITIES AND ANTI-KICKBACK	35
SECTION S.	TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224	35
SECTION T.	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)	35
SECTION U.	COMPLIANCE WITH U.S. EXPORT LAWS	36
SECTION V.	COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS	36
SECTION W.	SUBCONTRACTOR PERFORMANCE STANDARDS	37
SECTION X.	SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	38
SECTION Y.	REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT	38
SECTION Z.	SECURITY	39
SECTION AA.	STANDARD EXPANDED SECURITY	40
SECTION BB.	PRIVACY SHIELD	40
SECTION CC.	MISCELLANEOUS	41
SECTION DD.	INSURANCE REQUIREMENTS	42
SECTION EE.	FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS	43
SECTION GG.	TASK ORDER TEMPLATE	55
SECTION FF.	REPRESENTATIONS AND CERTIFICATIONS	60

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 consideration stated herein.

The rights and obligations of the parties to this indefinite quantity subcontract and any sub-task orders issued hereunder shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For

For

Chemonics International Inc.

{Subcontractor's name}

By:

By:

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

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

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

SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES

A.1. BACKGROUND

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the under the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, USAID Contract No. AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018, is issuing an Indefinite Quantity Subcontract (IQS) Request for Proposals (IQSRFP) for system support and maintenance services for multiple information systems deployed leveraged for national supply chain operation in multiple GHSC-PSM supporting countries.

The purpose of the GHSC-PSM project is to ensure an uninterrupted supply of health commodities in support of U.S. government-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), President’s Malaria Initiative (PMI), USAID’s population and reproductive health program, and USAID’s newborn, child health and maternal health program. To support U.S. government-funded global health activities, GHSC-PSM manages an array of health commodity procurement services and provides related systems strengthening technical assistance encompassing all elements of a comprehensive supply chain.

To support the efficient and effective national supply chain operation, GHSC-PSM project has implemented numerous information systems (ISs) to increase efficiency and accuracy for operation and reduce redundant effort. The Integrated Call Center (ICC), and the Distribution Transportation Tool (DTT) are a couple samples of the information systems deployed.

As the same objectives of PSM supply chain operation, and complexity of system development and implementation, some information systems are rolled out to multiple GHSC-PSM countries. The centralized operational concept leveraging the same systems have proven to provide standard operation and a cost-effective operation across countries.

The purpose of this subcontract is to maintain a continuous operation, implement enhancements, support users, and maintain for sustainment and uninterrupted operation of existing and new PSM ICC and DTT systems.

A.2. SCOPE OF WORK

The successful offeror shall provide system development, enhancement and implementation, user support and system maintenance service to the ICC and DTT information systems deployed to, or/will be implemented in various countries within the GHSC-PSM project. The development and implementation of systems may vary depending on the needs and objectives of each country.

A.2.1 Expected Result#1/Areas of responsibility:

The successful offeror shall work closely with the GHSC-PSM project to perform the following activities in accordance with the approved Sub-TOs issued under the IQS.

- 1) Maintain and provide periodic updates to GHSC-PSM ICC and DTT landing page.
- 2) Program Chemonics procured GPS trackers and configure their use within appropriate DTT applications.

- 3) Specifically for the GHSC-PSM project in Mozambique, provide technical support for the Sistema de Informação e Gestão de Logística para Unidades Sanitárias (SIGLUS) help desk in Mozambique. This support includes trouble shooting, providing technical guidance, or programming new functionality as requested.
- 4) Develop non-subscription, nonproprietary GPS tracking applications to monitor distribution routes and geolocation of vehicles during distribution and transportation period.
- 5) Design and implement VoIP call center systems
- 6) Provide help desk support for the Integrated Call Center and complete functionality upgrades
- 7) Provide help desk support for DTT, routine maintenance and functionality upgrades as requested by field office.
- 8) Provide help desk support for DTT, routine maintenance as well as functionality upgrades as requested by field office.

A.2.4. MANAGEMENT STRUCTURE

The Subcontractor staff shall include for the following **Key Personnel** positions necessary for the implementation of the scope of work:

Title	Labor Category Responsibilities	Minimum Qualifications
Project Technical Director	Plan and strategize the development of applications Define the parameters for the design and implementation of call center systems Overall supervision of the Sub-task orders issued under the IQS. Liaise with Chemonics representatives for reporting and resolution of technical issues faced during implementation of the IQS and its Sub-TOs.	5 years of experience designing and implementing call center systems and fleet GPS tracking obtained solutions during the past 10 years.
Senior Developer	Implement the application development plans and strategies Assemble the adequate team required for the development, implementation and monitoring of applications and systems	5 years of experience designing and implementing call center systems and fleet GPS tracking solutions obtained during the past 10 years.

The key personnel are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Subcontractor must immediately notify Chemonics reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement of such

personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID, through Chemonics, if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this Subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion. Chemonics will not pay for early repatriation of departing long-term personnel, or fielding costs of replacement personnel, respectively, without the prior written approval of the USAID Contracting Officer through Chemonics

A.2.5. QUALTIFICATION REQUIREMENTS

As the procurement is information systems focused, professionals with specific competency and skillset are compulsory for the acquisition.

The successful offeror shall demonstrate a proven records of the following expertise and skillset among the labor categories offered:

- Knowledge of the system development lifecycle framework
- Experienced in developing and implement the following information systems in the low- and meddle-income countries (LMICs)
 - Integrated Call Center for data collection and reporting
 - Commodities distribution and transportation tool supporting warehouse operation
 - Data analysis reports and dashboard to aggregate and triangulate collected data from various systems for situational analysis and decision making
 - Demonstrated ability to integrate SMS and email notification systems with GPS tracking applications
 - Knowledge
- Experienced in the following system and software design, development and implementation at a minimal 5 years
 - System architecture, database structure and coding methodologies
 - Cloud based system
 - Mobile applications
 - Integration of GSM (global system for mobile communications)
 - Flespi middleware development
- Experienced in the following infrastructure and network management operation, at a minimal 5 years
 - IP addressing
 - Network architecture design, configuration and implementation including security setup via VPN for example
 - AWS service management and monitoring for continuous operation
 - Security design, configuration and management to prevent intrusion
- Experienced in AWS operation, rollout and setup
- Experienced in system and database optimization to achieve higher performance

A.3. DELIVERABLES

This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis. The deliverables will be included in each task order.

SECTION B. SUBCONTRACT TYPE AND SUB-TASK ORDERS

B.1 SUBCONTRACT TYPE

a) This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis (Attachment X includes sample Task Order). These sub-task orders will be issued as the need arises. The quantities of supplies and services specified under this subcontract are estimates only and are not purchased by this subcontract.

A Fixed Price Sub-Task Order is a subcontract for services, reports, or other concrete deliverables provided to and accepted by Chemonics on behalf of the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project and/or USAID. As the name implies, the price of the sub-task order is fixed and it is not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by sub-task orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in this subcontract as the “Maximum Subcontract Ceiling.” Chemonics will order at least the quantity of supplies or services designated in the subcontract as the “Minimum Order Guarantee.”

c) Except for any limitations on quantities in the sub-task order Limitations clause, there is no limit on the number of sub-task orders that may be issued. Chemonics may issue sub-task orders requiring delivery to multiple destinations or performance at multiple locations.

B.2 SUB-TASK ORDER PRICES

Sub-task orders will contain the following: (1) a firm fixed price for the services to be provided; (2) a schedule of deliverables to be provided; and (3) a schedule of payments that the Subcontractor will receive upon receipt and acceptance by **Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project** representative named below or as specified in each sub-task order for a single or group of deliverables.

Proposals for each RFTOP hereunder will be negotiated based on a written proposal from the Subcontractor, which shall contain (at a minimum) the following information:

- a) Labor: Proposed personnel, proposed FDRs, and level of effort. The Subcontractor shall explain its rationale for the level of effort;
- b) Other Direct Costs: A complete breakdown of costs and materials as required for each sub-task order;

B.3 OBLIGATED AMOUNT AND MAXIMUM CONTRACT CEILING

a) Minimum Obligated Amount. The basic contract includes an initial obligation of TBD to cover minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. This minimum order guarantee and initial obligation shall be met through the first sub-task order placed hereunder. Individual sub-task orders will obligate funds to cover the work required under each sub-task order.

b) Maximum Ordering Limitation. This subcontract includes a ceiling price in the amount of \$131,000. All sub-task orders issued under this subcontract shall not exceed the subcontract total ceiling amount and the Subcontractor shall not be paid any amount more than the subcontract's ceiling price without advance, written approval of Chemonics.

SECTION C. ORDERING PROCEDURES

C.1. ORDERING - GENERAL

a) Any supplies and services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed price sub-task orders by Chemonics. Such sub-task orders may be issued from the effective date of this indefinite quantity subcontract through its expiration.

b) All sub-task orders are subject to the terms and conditions, including clauses incorporated by reference, of this indefinite quantity subcontract. In the event of conflict between terms and conditions of a sub-task order and of this subcontract, the terms and conditions of this subcontract shall control.

c) Sub-task orders must be issued through written communication by the John Stanton, Managing Director, or his designee.

d) Sub-task orders are subject to any terms, conditions, and/or limitations which may be imposed by Chemonics or USAID. Any sub-task orders that are modified to allow for a period of performance that exceeds the estimated completion date of the IQS shall retain any and all appropriate subcontract terms and conditions, including revisions to FAR and AIDAR clauses that are effective after the estimated completion date but are within the authorized period of performance in the sub-task order. The indefinite quantity subcontract period is not extended unless by formal modification and new sub-task orders shall not be issued after the basic subcontract estimated completion date, as modified. Only the **Managing Director** or his designee may modify the indefinite quantity subcontract.

C.2. CONTENTS OF FIXED PRICE SUB-TASK ORDERS

Each sub-task order shall specify at a minimum:

- a) Sub-task order number;
- b) The effective date and a completion date of the sub-task order;
- c) Statement of work;
- d) Reports and other deliverables;
- e) Schedule of deliverables;
- f) The firm-fixed-price of the sub-task order;
- g) Schedule and method of payments;
- h) Place of performance;
- i) Any sub-task order-specific performance standards;
- j) Any sub-task order specific requirements and relevant information; and
- k) Technical and management direction.

C.3. ORDERING PROCEDURE

As the need for the Subcontractor's services and expertise arise in the course of the project, the Managing Director, Mr. John Stanton or his designee will draft Request for Sub-Task Order Proposal (RFTOP)

containing a scope of work and expected deliverables. Using the RFTOP and the prices established in B.3 both parties will negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.

C.4. PERFORMANCE OF SUB-TASK ORDERS

- a) Upon award of a fixed price sub-task order, the Subcontractor shall commence the work.
- b) After a fixed price sub-task order is issued, neither Chemonics nor the Subcontractor may alter it without a formal bilateral modification to the sub-task order.
- c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the sub-task order fixed price.
- d) The Subcontractor is not authorized to delegate or assign (subcontract) full or partial performance of a sub-task order to another organization without the express consent of Chemonics contracts department.

C.5. ORDERING LIMITATIONS

All sub-task order statements of work and performance periods shall be within the scope of work and effective period of this indefinite quantity subcontract.

C.6. CHANGES, TERMINATION AND STOP WORK

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

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) which is incorporated by reference in Section AA herein.

Chemonics may order the Subcontractor to stop work under any task order issued hereunder pursuant to the Stop Work Order Clause incorporated by reference in Section AA herein.

SECTION D. REPORTING AND TECHNICAL DIRECTION

- (a) Only Chemonics' [Managing Director](#) has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.
- (b) The Subcontractor shall render the services and produce the deliverables stipulated in each sub - task order, under the general technical direction of the Managing Director, Mr. Joh Stanton, or his designee as indicated in each task order. The Managing Director, or his designee will be responsible for monitoring the Subcontractor's performance under this 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 Managing Director , Mr. John

Stanton , or his designee, unless otherwise specified in a sub-task order 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 John Stanton, Managing Director .

SECTION E. PERIOD OF PERFORMANCE

The effective date of this subcontract is, March 1, 2023, and the completion date is September 30, 2024. The Subcontractor shall deliver the deliverables set forth in each sub-task order to **the Managing Director, Mr. John Stanton** in accordance with the sub-task order schedule.

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

SECTION F. INVOICING AND PAYMENT

Upon the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project representatives, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project for payment. The invoice shall be sent to the attention of John Stanton, Managing Director, and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in USD and the Meticaïs equivalent based on the prevailing bank exchange sell rate on the day of invoicing (as evidenced by bank exchange rate information); and d) payment information corresponding to the authorized account listed in below.

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)

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 the Meticaïs equivalent of the subcontract, at the prevailing exchange sell rate on the day of invoicing, paid to the account specified above.

SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS

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.

Reports to be prepared under fixed price sub-task orders shall bear the name of Chemonics, the prime contract number, this subcontract number, and the sub-task order number, and shall be prepared in English unless otherwise specified.

SECTION H. AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]

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

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

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

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

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

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

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

SECTION I. INTELLECTUAL PROPERTY RIGHTS

(a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless Chemonics and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of any action by a third party

that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

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

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

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

SECTION J. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

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

SECTION K. 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 AA, Clauses Incorporated by Reference.

(b) This contract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of

Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

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

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

SECTION L. PRIVACY 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 M. 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 N. 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 total subcontract 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 O. 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 P. 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 Q. 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 R. 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 S. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224

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

SECTION T. 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 U. 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 V. 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 W. SUBCONTRACTOR PERFORMANCE STANDARDS

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

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

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

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

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

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

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

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

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

SECTION X. 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 Y. 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 (<https://sam.gov/SAM/>), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the "FSRS Reporting Questionnaire and Certification" found in Section I.6 within 7 days of each anniversary of the subcontract award date.

(c) **Impracticality of Registration.**

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

(d) **Remedy.**

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

SECTION Z. 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 Managing Director, John Stanton or his 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 the Managing Director, John Stanton or his designee.

SECTION AA. 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 BB. PRIVACY SHIELD

For purposes of compliance with the EU-US Privacy Shield Framework ("Privacy Shield"), the Subcontractor agrees that it shall maintain the implementation of a data protection program which conforms

to the same level of protection as is required by the Privacy Shield. To this end the Subcontractor shall:

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

SECTION CC. 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 DD. 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) (JULY 2014) [Updated by AAPD 05-05 — 02/12/04]

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

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

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

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

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

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

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

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

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

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

(2) Exceptions:

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

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

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

SECTION EE. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS

EE.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.

EE.2 GOVERNMENT SUBCONTRACT

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

EE.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.

EE.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 Contractor with the provisions of modifications to such Prime Contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

EE.5 PROVISIONS INCORPORATED BY REFERENCE

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than the simplified acquisition threshold
<u>52.204-06</u>	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	OCT 2018	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration

Clause Number	Title	Date*	Notes and Applicability
			(CCR) database. All information posted will be available to the general public.
<u>52.204-23</u>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<u>52.204-25</u>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020	All subcontracts regardless of value (Note 1 applies)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemionics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract IS above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the IQS RFP, the plan is incorporated herein by reference.)	aug 2018	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts 000above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> 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

Clause Number	Title	Date*	Notes and Applicability
			any calendar year of the contract is expected to exceed the simplified acquisition threshold;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government

Clause Number	Title	Date*	Notes and Applicability
			in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.

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

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

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
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.

Clause Number	Title	Date*	Notes and Applicability
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
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)

Clause Number	Title	Date*	Notes and Applicability
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTI ALLY REVIS ED 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.

SECTION FF. TASK ORDER TEMPLATE

1. Issued by:	2. Issued to:																																	
Chemonics International Inc. XXX																																		
3. Subcontract Number:																																		
4. Sub-Task Order Number:																																		
5. Prime Contract and Task Order Number:																																		
6. Contents																																		
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">A.1</td><td style="width: 90%;">TITLE</td><td style="width: 5%; text-align: right;">56</td></tr> <tr><td>A.2</td><td>BACKGROUND</td><td style="text-align: right;">56</td></tr> <tr><td>A.3</td><td>OBJECTIVE</td><td style="text-align: right;">56</td></tr> <tr><td>A.4</td><td>STATEMENT OF WORK</td><td style="text-align: right;">56</td></tr> <tr><td>A.5</td><td>DELIVERABLES AND DELIVERABLES SCHEDULE</td><td style="text-align: right;">56</td></tr> <tr><td>A.6</td><td>TECHNICAL DIRECTIONS</td><td style="text-align: right;">56</td></tr> <tr><td>A.7</td><td>TERM OF PERFORMANCE</td><td style="text-align: right;">57</td></tr> <tr><td>A.8</td><td>CONTRACT TYPE</td><td style="text-align: right;">57</td></tr> <tr><td>A.9</td><td>FIRM FIXED PRICE</td><td style="text-align: right;">57</td></tr> <tr><td>A.10</td><td>Insurance Requirements</td><td style="text-align: right;">58</td></tr> <tr><td>A.11</td><td>Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)</td><td style="text-align: right;">58</td></tr> </table>		A.1	TITLE	56	A.2	BACKGROUND	56	A.3	OBJECTIVE	56	A.4	STATEMENT OF WORK	56	A.5	DELIVERABLES AND DELIVERABLES SCHEDULE	56	A.6	TECHNICAL DIRECTIONS	56	A.7	TERM OF PERFORMANCE	57	A.8	CONTRACT TYPE	57	A.9	FIRM FIXED PRICE	57	A.10	Insurance Requirements	58	A.11	Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)	58
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<p>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 subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.</p>																																		
Name: Title:	Name: Title: Senior Vice President																																	
	Chemonics International Inc.																																	
By (signature)	By (signature)																																	
Date:	Date:																																	

A.1 TITLE

A.2 BACKGROUND

A.3 OBJECTIVE

A.4 STATEMENT OF WORK

A.5 DELIVERABLES AND DELIVERABLES SCHEDULE

a) The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6 and shall:

Deliverable No. 1: TBD

Deliverable No. 2: TBD

b) Deliverables Schedule

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

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	(Deliverable Name from Section A.5.a)	(Date)
2	(Deliverable Name from Section A.5.a)	(Date)

*Deliverable numbers and names refer to those fully described in Section A.5.a, above.

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

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

A.6 TECHNICAL DIRECTIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Section A.5, above, under the general technical direction of the Managing Director (MD), John Stanton or his designee. The MD, or his designee will be responsible for monitoring the Subcontractor's performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the

performance of this fixed price sub-task order.

A.7 TERM OF PERFORMANCE

- a) The period of performance for this sub-task order is from TBD to TBD The Subcontractor shall deliver the deliverables set forth in Section A.5 in accordance with the Statement of Work in Section A.4 to the TBD in accordance with the schedule stipulated therein.
- b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

A.8 CONTRACT TYPE

This is a firm fixed price (FFP) type sub-task order.

A.9 FIRM FIXED PRICE

- a) As consideration for the delivery of all of the products and/or services stipulated in Section A.4 and A.5, Chemonics will pay the Subcontractor a total of TBD. This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.7, Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section A.9(c), 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. (Deliverable No. 1 Name)
2. \$YY,YYY	2. (Deliverable No. 1 Name)

*Deliverable numbers and names refer to those fully described in Section A.5, above.

- b) Upon the Managing Director, John Stanton or his/her representative’s acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to GHSC-PSM XXX for payment. The invoice shall be sent to the attention of John Stanton, Managing Director and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in USD and Meticaïs equivalent at the prevailing bank exchange sell rate on the day of invoicing, per Section A.9(a)., above; and d) payment information corresponding to the authorized account listed in A.9(c), below. Payment will be made according to the terms described in the ordering Subcontract.
- c) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor’s official address or to the following authorized account:
 - 1. Account name: (INSERT Account name provided by the Subcontractor)
 - 2. Bank name: (INSERT Subcontractor's bank name)
 - 3. Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
 - 4. Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

A.10 Insurance Requirements

In accordance with Section ZZ of the governing Indefinite Quantity Subcontract (IQS), the subcontractor is required to furnish the Contractor with evidence of Defense Base Act (DBA) insurance requirements.

A.11 Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)

A.12 *FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION FOR SUBCONTRACTS AND SUB-TASK ORDERS UNDER INDEFINITE DELIVERY/INDEFINITE QUANTITY SUBCONTRACTS*

Subcontractor Name: **Insert Subcontractor Name**

Sub-Task Order Number: **Insert Sub-Task Order Number**

Sub-Task Order Start Date: **Insert Subcontract or Sub-Task Order Start Date**

Sub-Task Order Value: **Insert Sub-Task Order Value**

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

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

Yes No

- B. If “No”, please provide the below information and answer the remaining questions.

- (i) Subcontractor UEI Number:

(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 (i) and “No” for paragraph (ii) and (iii) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

1. Name: _____

Amount: _____

2. Name: _____

Amount: _____

3. Name: _____

Amount: _____

4. Name: _____

Amount: _____

5. Name: _____

Amount: _____

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

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

(1) Salary and bonus.

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

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

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

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

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

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

SECTION GG. 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.

Annex 1 Cover Letter

[Offeror: Insert date]

John Stanton
Managing Director
Global Health Supply Chain Program – Procurement and Supply Management project
Chemonics International Inc.

Reference: Request for Proposals System Development and Implementation Services, No. PSM-
[Country Hosting this IQS]-XXX

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

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

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

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

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

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

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

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Evidence of Responsibility Statement.
- V. Applicable documents listed in I.4.A including bank account information on bank letterhead.

Sincerely yours,

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

Annex 2 Guide to Creating a Financial Proposal for an IQS

Sonny Valencia
 2022-12-12 07:45:00

The purpose of this annex is to guide offerors in creating a budget for their contract. The subcontract will be funded under a United States government-funded project, and offerors' budgets conform to this standard format. It is thus recommended that offerors' budgets conform to the format described below.

Risk: Where in the RFP could we state that the IQS will allow adjustments to FDRs for inflation? Could we define a 3% annual increase to compensate for inflation?

Step 1: Each offeror must determine a list of labor categories required to implement the scope of work. Establish the level of seniority for each labor category, minimum qualifications, and responsibilities for the labor category required to implement the scope of work. These labor categories and responsibilities will be included in the resulting IQS subcontract.

in at SOW in this RFP. and list of responsibilities categories, qualifications, and

Step 2: Establish Fixed Daily Rates in USD for each labor category. Each proposed daily rate must be "burdened" and must only include the following:

- Salary cost or consulting fee of the individual providing the services;
- Payroll costs (e.g. fringe benefits, social insurance, bank fees);
- Indirect costs applicable to labor (e.g. corporate overhead or management/administrative fee);
- Indirect costs applicable to non-labor costs (e.g. corporate overhead or management/administrative fee applied to other direct costs/materials);
- Reasonable profit or fee, if any.
- If the Offeror, has commercial rates, he should provide them per instructions in this RFP.

The subcontract resulting from this RFP will be an Indefinite Quantity Subcontract (IQS). The IQS will have labor categories and levels linked to minimum qualifications and responsibilities for each position and corresponding Fixed Daily Rates (FDRs). The FDRs incorporated in the IQS will be used to inform the creation of individual firm fixed price STOs. A sample budget for labor categories and FDRs is shown below.

Step 3: Write Cost Notes. The spreadsheets shall be accompanied by written notes that explain each labor category and the assumptions made, as well as how the amount is reasonable.

Sample Budget

Labor – FDRs for Labor Categories required for Implementation of Sub-Task Orders under anticipated IQS subcontract.

Labor categories	Fixed Daily Rate	Minimum Qualifications and Years of experience	Labor Category Responsibilities under SOW	Cost Notes

Annex 3 Required Certifications

All subcontracts and purchase orders should have this signed certification.

The offeror is, in summary, describing internal policies and procedures and stating that the company is able to comply with the terms and conditions of the subcontract. The offeror should be advised to edit the text of this form as appropriate and sign to certify accuracy and completeness.

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

DUNS Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company (Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at <http://fedgov.dnb.com/webform>. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

2. Authorized Negotiators

Company Name proposal for Proposal Name 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.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRs.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five

most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

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

Yes No

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

Yes No

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

Yes No

- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

8. Eligibility to Receive Award

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

9. Commodity Procurement

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

13. Organization of Firm

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

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____

Subcontractor Size Self-Certification Form

Reference Number: PSM-XXX-XXX

Project Name: GHSC-PSM XXX

Primary NAICS Code: [enter the [NAICS](#) code that best describes the work being performed under the subcontract. i.e: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. The NAICS codes most commonly used by Chemonics is 541611, 541618, 541620, 541990]

Company Name: Full legal name

Address: Street address

City, State, Zip: City, State Zip

DUNS Number: [enter the [Data Universal Numbering System \(DUNS\)](#) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]

Contact Person: Name, Title

Contact Phone Number: (555) 555-5555

Type of Entity

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

Small Business Large Business Nonprofit/Educational Government Non-US

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

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> 8(a)
<input type="checkbox"/> HUBZone	<input type="checkbox"/> Woman Owned Small Business
<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Service Disabled Veteran Owned
<input type="checkbox"/> Alaskan Native Corporation	<input type="checkbox"/> Indian Tribe

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

Signature and Title (required)

Date

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

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of ___/___/___ conducted by: _____.

Annex 4 UEI and SAM Registration Guidance

What is UEI?

The Unique Entity Identifier, or the UEI, is the official name of the “new,non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

Why am I being requested to obtain a UEI number?

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

Is there a charge for obtaining a UEI number?

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

How do I obtain a UEI number?

UEI numbers can be obtained online at sam.gov.

What information will I need to obtain a UEI number?

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

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

How long does it take to obtain a UEI number?

The UEI number is issued immediately upon completion of the request process.

Are there exemptions to the UEI number requirement?

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

What is CCR/SAM?

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

When should I register in SAM?

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

- (1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**,
- (3) The public **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the 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 US Internal Revenue Code of 1986.

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

Why should I register in SAM?

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

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the UEI number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the 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.

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

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

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

You must have a UEI number in order to begin either registration process.

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

What data is needed to register in SAM?

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

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

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

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

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

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

Annex 5 Minimum Technical Requisites and Past Performance

The following table must be completed and included in the Technical Volume. The offerors should replicate the tables below to provide the information on the two areas of expertise defined in section **No. 2. IQS Technical Proposal**. For each of the projects completed within the past 5 year and, reported to comply with the minimum technical requisites, the offeror must include the completion certificate issued by the client for which the system or application was developed.

The content of the client’s certificate is:

- Name of point of contact who can speak to the work completed
- Name and address of the company
- Email and phone number of the point of contact
- Year of completion

Experience in GPS Tracking Applications			
1. Developer’s Name			
2. Application’s Name		3. Countries in which the application is being used	
4. Link to application		5. Year in which the application was launched for users	
6. Software, platforms and operating systems used to develop the application			
7. Description of the application functionalities			
8. Client for which this application was developed			

Design and implementation of Telephony Call Center Systems			
1. Designer’s Name			
2. Call Center’s Name		3. Countries in which the Call Center operates	
4. What sector is this call center supporting? (e.i. agriculture, health, education, etc.)		5. Year in which the application was launched for users	
6. Software, platforms and operating systems used to develop the Call Center			

Design and implementation of Telephony Call Center Systems	
7. Description of the application functionalities	
8. Client for which this system was developed	

Chemonics reserves the right to contact provided references to verify and, if applicable, request further information. Chemonics reserves the right to obtain past performance information obtained from sources other than those identified by the offeror. Chemonics shall determine the relevance of similar past performance information.

Annex 6 – General Expertise

Offerors shall select from the form below, the software or systems they have proficiency on and assess it marking with an X the applicable level. For the software and systems, the offerors indicate any level of proficiency, please include the project(s) name in which they were applied.

The software and systems highlighted in yellow are part of the minimum technical requirements.

Component	Software/System	Level of Proficiency			Project design in which the offeror's key personnel applied the software
		Basic	Medium	High	
Infrastructure	AWS (EC2, Route53, LightSail, S3, VPC)				
	Meraki appliances and site-2-site VPNs				
	Asterisk				
	FreePBX and PBXAct				
	VOIP and SIP Protocol				
	Zulu software phone				
	GSM gateways				
	MQTT				
Platforms	Mysql 8				
	Docker, docker-compose, Portainer				
	Nginx, Nginx proxy manager, Let's Encrypt				
	Kafka local hosted clusters				
	Flespi, Queclink GPS protocol				
	Things Mobile, EMnify				
	Scale Fusion				

Component	Software/System	Level of Proficiency			Project design in which the offeror's key personnel applied the software
		Basic	Medium	High	
	SendGrid				
	Twilio				
	Taiga				
	Kobo Toolbox				
	Google Forms				
Operating Systems	Ubuntu 16, 20 and 22				
	Amazon Linux				
	CentOS, SangomaOS				
	Synology DSM				
	Alpine				
Programming Languages	SQL				
	PHP 8				
	Javascript				
	NodeJS (NPM)				
	BASH and ZSH				
	HTML 5				
	CSS				
Frameworks and libraries	Bootstrap 4 and 5				
	Jquery, JqueryUI				
	Mapbox GL JS				
	Bootstrap-Sweetalert				
	bootstrap-select				

Component	Software/System	Level of Proficiency			Project design in which the offeror's key personnel applied the software
		Basic	Medium	High	
	Bootstrap Toggle				
	FontAwesome				
	Datatables				
	SweetAlert2				
	JSPanel				
	HTMLCanvas JS				
	selectize.js				
	litepicker				
	js.colorpicker				
	Tagify				
	ekko-lightbox				
	rangeSlider				
	Popper				
	Moment JS				
	Flatpickr				
	Notify JS, Alertify JS				
	Node specific				