



Request for Proposal # RFP-PSM-ZMB-LLINS-2023-Warehousing Services

Warehousing/Distribution Center Service Agreement

Dear Sir or Madam,

Chemonics International, Inc. (hereinafter referred to as “Chemonics”), under the U.S. Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project in Zambia, USAID Prime IDIQ Contract No. AID-OAA-I-15-00004, Task Order Nos: AID-OAA-TO-15-00007, AID-OAA-TO-15-00009, AID-OAA-TO-15-00010, AID-OAA-TO-16-00018, is issuing a Request for Proposals (RFP) for the acquisition of services for third-party warehousing storage of long-lasting insecticidal nets (LLINs). The attached RFP contains all the necessary information for interested offerors.

GHSC-PSM is a USAID program implemented by Chemonics International in Zambia. The goal of the GHSC-PSM project is to procure and provide health commodities for all USAID health programs, including but not limited to, HIV/AIDS, malaria, family planning, and tuberculosis, as well as provide systems strengthening technical assistance to improve supply chain management and commodity distribution in Zambia.

This RFP seeks proposals for the provision of warehousing/distribution center services for LLINs.

Chemonics realizes that offerors may have additional questions after reading this RFP. Interested offerors can submit their questions by email to SPDprocurement@ghsc-psm.org according to the instructions in I.6 Written Questions and Clarifications of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all offerors who received an offer.

This RFP does not oblige 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,

Jean-Marc Vander Stichelen
Country Director
GHSC-PSM in Zambia

Request for Proposals (RFP)

RFP Number: RFP-PSM-ZMB- LLINS-2023-Warehousing Services

Description: RFP for the provision of Warehousing/Distribution Center Services for Long-Lasting Insecticidal Nets (LLINs) in Lusaka, Zambia

Contracting Entity: Chemonics International, Inc.
Plot 2473, 1st Floor, Metropolitan House, Danny Pule Road,
Lusaka, Zambia

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

Funded under: Global Health Supply Chain Program – Procurement Supply Management (GHSC-PSM)

Prime Contract Number: AID-OAA-I-15-00004
President’s Malaria Initiative (PMI)
Task Order No. AID-OAA-TO-15-00009

Place of Performance: Zambia

RFP Issue: April 11, 2023
Bidders Conference Registration: April 18, 2023
Bidders Conference: April 19, 2023
Deadline for Written Questions: April 19, 2023
Answers provided to Questions/Clarifications: April 21, 2023
Proposal Due: May 02, 2023

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

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

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

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

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

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

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

Please contact jvstichelen@ghsc-psm.org 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 BusinessConduct@Chemonics.com or by phone/Skype at 888.955.6881.

This RFP includes the following sections:

List of Acronyms

Section I Instructions to Offerors

- I.1 Introduction
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- I.3 Submission of Offers
- I.4 Requirements
- I.5 Source of Funding and Geographic Code
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- I.7 Validity Period
- I.8 Evaluation and Basis for Award
- I.9 Negotiations
- I.10 Terms of Subcontract
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Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

- II.1. Background
- II.2. Scope of Work
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Section III Indefinite Quantity Subcontract (IQS) (Terms and Clauses)

- Annex 1 KPI's (Key Performance Indicators)
- Annex 2 Sample Proposal Cover Letter
- Annex 3 VAT exemption letter
- Annex 4 Required Certifications
- Annex 5 UEI and SAM Registration Guidance
- Annex 6 Proof of Insurance Form

List of Acronyms

API	Application Program Interface
BER	Batches and Expiry Report
CCTV	Closed Circuit Television
CFR	Code of Federal Regulations
CD	Country Director
CV	Curriculum Vitae
DUNS	Data Universal Numbering System
EPCMD	End Preventable Child and Maternal Deaths
ERP	Enterprise Resource Planning
FAR	Federal Acquisition Regulations
FEFO	First Expiry First Out
FUP	Fixed Unit Price
GHSC-PSM	Global Health Supply Chain Program–Procurement and Supply Management
GSP	Good Storage Practices
GTDP	Good Trade and Distribution Practices
HF	Health Facilities
IP	Implementing Partner
ITN	Insecticide Treated Nets
KPI	Key Performance Indicator
LLINs	Long Lasting Insecticidal Nets
MCLS	Malaria Commodities Logistics System
MNCH	Maternal Newborn Child Health
NGO	Nongovernmental organization
PEPFAR	President’s Emergency Plan for AIDS Relief
PMI	President’s Malaria Initiative
PO	Purchase Order
POD	Proof of Delivery
PRH	Population and Reproductive Health
QA	Quality Assurance
QC	Quality Control
RDTs	Rapid Diagnostic Tests
RIRV	Requisition Issue and Receipt Voucher
RFP	Request for Proposals
RO	Requisition Order
RTKs	Rapid Test Kits
SAM	System for Award Management
SIV	Store Issue Voucher
SOPs	Standard Operating Procedures
TLP	Targeted Local Procurement
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Zambia	USAID Mission in Zambia
USD	U.S. Dollar
USG	U.S. Government
VAT	Value Added Tax
WHO	World Health Organization
WMS	Warehousing/Distribution Center Management System

Section I. Instructions to Offerors

I.1. Introduction

The purpose of this RFP is to seek proposals from offerors for the provision of Warehousing/Distribution Center services for of Long-Lasting Insecticidal Nets (LLINs) in Zambia. The LLINs will be received, unloaded, stored, and managed in Lusaka. Vehicles will be loaded and dispatched from the warehouse to the select service delivery points (Health facilities) at the district level across six provinces namely Muchinga, Northern, North-Western, Eastern, Luapula, and Western. Chemonics will issue awards to one company or organization. The award(s) will be in the form of an Indefinite Quantity Subcontract (IQS) subcontract for Warehousing/Distribution Center services (hereinafter referred to as “the subcontract”) with fixed unit prices. The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

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

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

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

I.2. Offer Deadline

Offerors shall submit their offers electronically only. Offers must be received no later than 17 hours (Lusaka time) on Tuesday May 2, 2023.

Late offers will be considered at the discretion of Chemonics.

Emailed offers must be received by the same time and date at the following address:

Attn: Ségolène d’Herlincourt
Deputy Country Director-Operations
SPDprocurement@ghsc-psm.org

Faxed and hardcopy offers will not be considered.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Ségolène d’Herlincourt, at **SPDprocurement@ghsc-psm.org** no later than 17 hrs on Wednesday April 19, 2023. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

I.3. Submission of Offers

A. Instructions for the Submission of Electronic Copies

Offerors wishing to respond to this RFP must submit proposals, in English, pdf format, in accordance with the following instructions.

All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical proposal
- Volume 2: Cost proposal

Offers must be received by the date and time specified in I.2.

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

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

Technical proposals must not refer to pricing data in order that the technical evaluation may be made strictly based on technical merit.

I.4. Requirements

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

A. General Requirements

Chemonics anticipates issuing a subcontract to a Zambian or International company or organization, provided that the entity is legally registered, and recognized under the laws of Zambia and the country where the entity is headquartered, and they comply with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

The award will be in the form of an Indefinite Quantity Subcontract (hereinafter referred to as “the subcontract”). The successful Offeror must adhere to the statement of work and terms and conditions of the subcontract, incorporated in Section III herein.

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Zambia by the anticipated start date of operations in June 2023.

- (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 services.
- (iii) Companies or organizations must have a local presence in Zambia at the time of proposal submission.
- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a sub award 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 4. Instructions & guidance on how to obtain a UEI number online are in Annex 5.

B. Required Proposal Documents

1. Cover Letter

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

- i. Name of the company or organization
Name, title and signature of company or organization's authorized responsible for offer submission
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. E-mail
- vi. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- vii. Taxpayer Identification Number (TIN)
- viii. UEI Number¹
- ix. Official bank account information
- x. Other required documents that shall be included as attachments to the cover letter:
 - 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 4 "Required Certifications".
 - e) The insurance form in Annex 6 and proof of insurance, whereby the offeror certifies that it has sufficient insurance to meet the requirements of this scope of work.
 - f) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 2 of this RFP.

¹¹ 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 Dun & Bradstreet through this webform to obtain a number: www.sam.gov Further guidance on obtaining a UEI number is available from Chemonics upon request..

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Detailed description of Operations; Physical and Structural Characteristics and Description of Warehouse, Yard, Perimeter; Narrative of Daily and monthly activities and volume of materials moved. This part shall be between 5 and 10 pages long but may not exceed 10 pages.

Offerors shall provide the details regarding their technical approach and operations as described in the scope of work (Section II), with the main general requirements summarized below:

- Proposed Warehousing/Distribution Center location(s),
 - dimensions, existing or planned physical facilities (access, site drainage, utilities, proximity, communications, capacity, temperature control systems, etc.) and
 - presence and material handling equipment, and security systems including closed circuit television (CCTV), fencing, visitor control, etc.
 - If offeror is proposing a facility that is to be leased/ renovated,
 - evidence that a suitable facility meeting stipulated requirements shall be provided by the time stipulated by Chemonics.
 -
- Warehousing Management System (WMS) description and functionalities:
 - The WMS must be able to be send, receive, and process csv pdf files (inventory reports, picklists, orders, shipments, pallet utilization, etc.) to designated email/drop box folders, and receive the same.
 - WMS system should include remote access capabilities for GHSC-PSM, daily inventory, and stock on hand (SOH) report capabilities, tracking commodities movements, and reconciliation. Electronic/automated receiving, put away, picking, stock counting, location, batch/Lot tracking, and order allocation.
- In addition, offerors shall provide a mobilization plan detailing the timeframe for when required organizational and technical infrastructures will be put in place should they not already be in place, including but not limited to the following:
 - Hired qualified staff, who are assigned and trained in each requisite area for proposed facility(ies), and present which staff will be responsible and focal points for each task and interaction with Chemonics.
 - Fully functional physical assets, including but not limited to well-ventilated warehouse structure, IT, security and safety measures, material handling equipment, furniture and all equipment provided for operations;
 - Required liability, local, and commodity insurance coverages are put in place;
 - Implemented security plans for each site and facility; and
 - Fully functional WMS and automated inventory control management systems. Should no electronic WMS be available, provide description of WMS and capabilities.

Offeror shall demonstrate through detailed narrative explanation with any supporting documentation thereto, its current capacity as to the preceding enumerated categories of requisite, adequate technology, equipment, and infrastructure that are required for the rapid order processing, with minimal requirement to hold inventory in storage.

- Provide Standard Operating Procedures (SOPs). SOPs shall comply with the World Health Organization (WHO) Guide to Good Storage Practices for Pharmaceuticals World Health

- Organization (WHO Technical Report Series, No. 908, 2003) and Good Distribution Practices for Pharmaceutical products (WHO Technical Report Series, No. 957, 2010), and Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011) and will be evaluated to confirm consistent procedures for security, receiving, storage, packing, and loading. The SOPs shall be in line with the guidelines for temperature control drug products during storage, model guidance for the storage of temperature sensitive pharmaceutical products, and guidance for loading a truck. SOPs shall include but not be limited to the following:
- Training in relation to good storage practice, regulations, and safety specific to temperature-controlled goods, if applicable;
 - Premises and facilities.
 - Security
 - Inbound processes
 - Receiving
 - Put away
 - Storage
 - Maintenance of good storage practice
 - Product recall
 - Quarantine Sampling and releasing of goods from quarantine.
 - Stock rotation and control
 - Control of obsolete and outdated products
 - Outbound processes
 - Selection picking
 - Auditing / Quality control
 - Dispatch and transportation.
 - Incident management and reporting
 - Daily operations reporting
 - Force majeure and disaster recovery plan
 - Reverse logistics.
 - Returned goods, handling, and re-evaluation process.
- The offeror shall demonstrate the ability to segregate insecticide-treated nets from other health commodities and/or must store them in a separate storage area.
 - The offeror shall demonstrate full compliance with local fire, health, and safety regulations with functioning smoke detectors and serviced fire extinguishers.

If the offeror does not have the technical and/or managerial capacity at the time of proposal submission to fully implement the scope of work(s), the offeror shall explain the steps it will take, and the corresponding timeline, to become capable of implementing the scope(s) of work by the proposed start date of implementation.

Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long but may not exceed 5 pages.

Offerors shall provide a detailed organogram of staff, with names (can use “to-be-determined” (TBD), if appropriate), titles, and physical location of personnel to be assigned to the implementation of the subcontract. Offerors shall also provide a list of focal points, with phone numbers and other contact information, who will be the direct contacts under the subcontract and provide each focal point’s direct supervisor’s name, title, and contact information. There should be an adequate number of qualified personnel to achieve pharmaceutical quality assurance objectives. Qualification of all personnel must be in line with national regulations.

The offeror shall provide a one paragraph job description, relevant to the scope of work, for each of the following key positions. The offeror shall provide the CVs of staff in these key positions, that will be assigned to the subcontract, and CVs (maximum of 2 pages per CV) of the management personnel which shall be included in an annex to the technical proposal and will not count against the page limit:

- Warehousing/Distribution Center Manager (a minimum of 5 years relevant experience with the requisite certification)
- Inventory Controller
- Inventory Personnel
- Dispatch Personnel
- Receiving Personnel
- Picking Operations Personnel
- Material Handling Equipment Personnel
- Safety, Health, Environmental & Quality (SHEQ) Manager

Part 3: Corporate Capabilities, Experience, and Past Performance. Offerors shall have not more than four pages for this Part 3 and must include a description of experience and technical ability by providing details of similar, previous projects, industries the company is engaged in, recognizable partners, etc. Subcontractor shall elaborate on their experience in Warehousing/Distribution Center relevant health commodities. Furthermore, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented and contact information for the companies for which such work was completed. Should the Offeror have worked with US government or USAID funds or projects, please provide past performance references for the same. Contact information must include at a minimum: the name of the point of contact who can speak to the contractor's performance, name, and address of the company for which the work was performed, and the email and phone number of the point of contact.

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

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

3. Cost Proposal

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

The price of the subcontract to be awarded will be an Indefinite Quantity Subcontract including fixed unit rates. No profit, fees, taxes, or additional costs can be added after the award. Nevertheless, for the proposal, offerors must provide a detailed budget showing major line items, e.g., salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g., salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total prices. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Zambian Kwacha.

Part 1: Prices for Services

- Provide monthly and daily fixed unit storage cost per bale of LLIN (including management of inventory activities). Warehousing of LLINs will be done exclusively in Lusaka.

Warehousing Fixed Rates (ZMW)	
-	Cost/Bale/Month (ZMW)
-	Cost/Bale/Day (ZMW)

Key considerations when implementing this costing/pricing structure:

- The fee for service paid should reflect the resources required and costs incurred by the 3PL and encourage improved service performance and a cost reduction culture.
- The fee structure must be sustainable through changes in the customer's operating environment.
- The 3PL should improve profit margins by adding value and innovation in performance beyond the basic services and capabilities required pursuant to this RFP and the ultimate subcontract resulting. Therefore, to encourage continued Awardee performance exceeding requirements and demonstrative of its capacity building, the provision of positive discounting allows for just compensation of the awardee proportional to the additional value-added and enrichment of the Contractor.

All rates should be based off the current average wage/salary rates for that job/position in Zambia.

As regards the delivery of the services and deliverables outlined in the contract, Chemonics will pay the subcontractor for the above fixed unit prices.

Fixed unit prices shall be inclusive of all associated costs, taxes, and fees, including salaries, maintenance on machinery and infrastructure, including generators, pallet lifts, plumbing, IT, CCTV, temperature monitoring systems, security systems with full access controls, applicable insurance, and Warehousing/Distribution Center management information system tracking. Offerors must provide a breakdown of these unit processes with substantiating documentation for Chemonics to determine reasonableness, realism, and completeness.

In addition, offerors are expected to utilize technology to automate processes and optimize supply chain efficiency. This includes using a warehouse Warehousing/Distribution Center management system (WMS) with preferably handheld terminals with barcode scanning capability, in addition to basic and cost-effective volumetrics. The warehouse should also have the functionality listed below:

This part shall be between 2 and 5 pages long but may not exceed 5 pages.

- This must include a description of the type of WMS system that the offeror will deploy to manage the receiving, storage, and dispatch of nets. The WMS should meet at a minimum the below listed functions:
- Remote access: The WMS should be able to offer remote access to Chemonics representatives.
- Receiving: The WMS must include an option for receiving goods. This feature of WMS helps to minimize receiving errors by keeping track of discrepancies between the delivery note or bill of lading and the actual products received.
- Inventory Management: The WMS platform must track inventory data via barcode readers or radio frequency identification (RFID) tags, automatically updating information on the software's dashboard to ensure that the most up-to-date information is readily accessible to anybody with permission.
- Picking and Packing: The WMS should ensure that the correct quantities are picked and packed to enable efficient and accurate fulfilment of dispatch orders to the right destinations. For each order, the WMS should generate a bill of lading with a tracking number, destination address, drivers' details, vehicle details, and a time stamp showing the date and time the truck was loaded.

Reports: The WMS should be able to generate reports showing LLIN receipts, stock on hand, and LLIN dispatches to the various destinations on a weekly and monthly basis.as described in Section I.B.2 Part 1 above.

The final subcontract ceilings will be based on fixed unit prices for volumes found in Cost proposal, Part 1: Prices for services. Quotes must be presented in a format like the pricing table found in Cost proposal, Part 1: Prices for services and they must be in Zambian Kwacha.

No profit, fees, taxes, or additional costs may be added after award. The agreement under which the potential awarded subcontract is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. The Offeror must not include such Cooperating Country taxes, VAT, charges, tariffs, duties or levies in their cost proposal.

Part 2: Cost Notes

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 or questions, including but not limited to 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.

1.5. Source of Funding, Authorized Geographic Code, and Source and Origin

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

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

The cooperating country for this RFP is Zambia.

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

1.6. Chronological List of Proposal Events

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

RFP announcement

April 11, 2023

RFP published	April 11, 2023
Bidders conference registration	April 18, 2023
Bidders conference	April 19, 2023
Deadline for written questions	April 19, 2023
Answers provided to questions/clarifications	April 21, 2023
Proposal due date	May 2, 2023
Subcontract award (estimated)	July 1, 2023

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

Bidders conference – registration is required to attend the bidders conference, all interested parties must write to SPDprocurement@ghsc-psm.org to register (maximum of two representatives per company/organization) no later than Tuesday April 18 at 12:00pm.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to SPDprocurement@ghsc-psm.org no later than 17:00pm on April 19, 2023. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

Proposal Submission Date. All proposals must be received by no later than the date and time stated under section 1. 2. 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 presentations to the technical evaluation committee at the Chemonics office within 2 days of receiving notification.

Site/premises visit. Following proposal submission, Chemonics will plan to conduct site visits to all offerors' facilities who are considered by the technical evaluation committee to be in a competitive range. These facilities could be either existing or proposed by the offeror to be obtained by lease. In the case of the latter, the offeror would have provided evidence of being able to finalize the leasing process of the facility within 1 month. Offerors should be prepared to host the technical evaluation committee within 24 hours of receiving notification. Any offeror that is unable to provide for inspection an existing facility or one proposed for lease within the period of notification by Chemonics might be automatically disqualified from the procurement process.

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

1.7. Validity Period

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

1.8. 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 RFP, meets the technical, 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 RFP will use the tradeoff process to determine the 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 as part of the technical evaluation, but for overall evaluation purposes of this 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		
Facilities and Equipment	Proposed Warehousing/Distribution Center location(s), dimensions, existing or planned physical facilities (access, site drainage, utilities, proximity, communications, capacity, temperature control systems, etc.) and presence and material handling equipment, and security systems including closed circuit television (CCTV), fencing, visitor control, etc. If offeror is proposing a facility that is to be leased/ renovated, evidence that a suitable facility meeting stipulated requirements shall be provided by the time stipulated by Chemonics	10 points
Warehouse ventilation	Does the proposed warehouse/distribution center have appropriate/ adequate ventilation in terms of structural requirements and or added infrastructure that may include air conditioners?	5 points
Inventory Management/ product control	Do the proposed site(s), technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work? This included product handling from receiving to dispatch, and reverse logistics.	15points
Warehousing/Distribution Center Management System (WMS)	Do the proposed systems meet all the requirements in the scope of work, including software and hardware? requirements which include the following: -This must include a description of the type of WMS system that the offeror will deploy to manage the receiving, storage, and dispatch of nets. The WMS should meet at a minimum the below listed functions: Remote access: The WMS should be able to offer remote access to Chemonics representatives. Receiving: The WMS must include an option for receiving goods. This feature of WMS helps to minimize receiving errors by keeping track of discrepancies between the	30 points

	<p>delivery note or bill of lading and the actual products received.</p> <p>Inventory Management: The WMS platform must track inventory data via barcode readers or radio frequency identification (RFID) tags, automatically updating information on the software’s dashboard to ensure that the most up-to-date information is readily accessible to anybody with permission.</p> <p>Picking and Packing: The WMS should ensure that the correct quantities are picked and packed to enable efficient and accurate fulfilment of dispatch orders to the right destinations. For each order, the WMS should generate a bill of lading with a tracking number, destination address, drivers’ details, vehicle details, and a time stamp showing the date and time the truck was loaded.</p> <p>Reports: The WMS should be able to generate reports showing LLIN receipts, stock on hand, and LLIN dispatches to the various destinations on a weekly and monthly basis</p>	
Security	Do the proposed security plan, technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work?	5 points
Total Points – Technical Approach		65 points
Management, Key Personnel, and Staffing Plan		
Staffing Plan	As presented in the organogram, list of focal points, and description of key positions, does the offeror have the capability to fulfill the Scope of Work with the staff and management composition of the organization at large and the specific positions assigned to support the subcontract?	5 points
Qualifications of key personnel and management	As presented in the job descriptions and curriculum vitae (CVs) of the key personnel and management, does the offeror have the experience and capabilities to carry out the Scope of Work with the proposed staff?	15 points
Total Points – Management		20points
Corporate Capabilities, Experience, and Past Performance		
Corporate Capabilities and Experience	Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work. Should offeror have any experience with USG, USAID, or other donor funded previous work, offeror must reference it.	5 points
Past Performance	Chemonics will assess the past performance of the Offerors by contacting three references who may indicate the Offeror's past performance for projects of similar size and scope.	10 points
Total Points – Corporate Capabilities		15points
Total Points		100 points

I.9. Negotiations

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

I.10. Terms of Subcontract

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

I.11. Insurance and Services

Within two weeks of signature of this subcontract, the Offeror at its own expense (except that DBA shall be reimbursable to the Offeror at cost), shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

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

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

(b)(4) USAID's DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is AON Risk Insurance Services West, Inc. Address is: AON, 2033 N. Main St., Suite 760, Walnut Creek, CA 94596-3722. Point of contact is Fred Robinson: (o) 925-951-1856, fax: 925-951-1890, E-Mail: Fred.Robinson@aon.com. Subcontractor must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

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

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

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings

that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

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

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

I.12. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemomics for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. Chemomics, at its sole discretion, will make a final decision on the protest for this procurement.

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

II.1. Background

The GHSC-PSM project is an official project of USAID, implemented by Chemonics and its consortium members. The purpose of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world including Zambia.

Chemonics provides direct procurement and supply chain management support to the USG President's Emergency Plan for AIDS Relief (PEPFAR), the President's Malaria Initiative (PMI), Population and Reproductive Health (PRH), and USAID's goal to End Preventable Child and Maternal Deaths (EPCMD). The GHSC-PSM project procures and provides health commodities for all USAID health programs, including but not limited to, HIV/AIDS, Malaria, Family Planning, and Tuberculosis, as well as provide systems strengthening technical assistance to improve supply chain management and commodity distribution in Zambia.

As part of its mandate, Chemonics in support of PMI and AMF is leading the distribution of Long-Lasting Insecticidal Nets (LLINs) across 6 Provinces in Zambia to further reduce malaria deaths and substantially decrease malaria morbidity toward the long-term goal of elimination.

The purpose of this RFP is to solicit proposals for warehouse storage, management, and distribution services for Long Lasting Insecticidal Nets (LLINs) in Lusaka. The selected subcontractor(s) will be required to provide warehousing in Lusaka.

Chemonics seeks to partner with best-in-class service provider(s) with a strong background in non-cold chain storage and distribution of high value commodities, the capacity to achieve industry standard performance indicators for Good Storage Practices according to World Health Organization guidelines, and the ability to scale its operational capacity to meet the needs of Chemonics to successfully complete the distribution of the LLINs in Zambia.

II.2. Scope of Work

Subcontractor(s) shall be responsible for Warehousing/Distribution Center services for Long Lasting Insecticidal Nets (LLINs) in Lusaka. Subcontractor(s) shall be capable of providing adequate equipment and infrastructure suitable for rapid staging and pick, pack dispatch services Long Lasting Insecticidal Nets (LLINs). Long Lasting Insecticidal Nets (LLINs) in Warehousing/Distribution Center shall be managed in Lusaka, Zambia. In the Warehousing/Distribution Center(s), Long Lasting Insecticidal Nets (LLINs) shall be stored at relatively lesser period of time or may not be stored at all but are rapidly cross docked upon receipt to designated delivery destinations. Subcontractor(s) shall have all the requisite and adequate technology, equipment and infrastructure that are required for the rapid order processing, with minimal requirement to hold inventory in storage.

Subcontractor(s) services will maintain the facilities in accordance with WHO Guide to Good Storage Practices for Pharmaceuticals (WHO Technical Report Series, No. 908, 2003), WHO Good Distribution Practices for Pharmaceutical Products (WHO Technical Report Series, No. 957, 2010), Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011), and consultation provided by Chemonics on relevant quality standards. Subcontractor(s) shall be responsible for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor's custody at the facilities. The commodities and property shall be stored as requested by

Chemonics until released to the distribution agent, consignee, or another party so designated by the project office.

Subcontractor(s) shall be required to report on performance as required in reports and deliverables and for the key performance indicators in Annex 1 of the sample subcontract. Subcontractor(s) shall take all direction and instructions as pertains to the GHSC-PSM-supported donor program commodities from the designated Chemonics representatives and in accordance with the following proposed scope of work. Subcontractor(s) shall act as a service provider and does not acquire ownership in respect of the goods stored.

II.2.i Facilities and Equipment

Subcontractor(s) shall operate and maintain, and ambient facility(ies) in compliance with the following requirements:

- a. No unauthorized personnel shall be permitted access to facilities. Chemonics staff shall be granted access to any facility during business hours, unless otherwise agreed, for the inspection of the goods and facility(ies).
- b. Stock shall be under continuous supervision, with adequate security, which shall be provided on a rotating schedule 24 hours a day, seven days a week.
- c. Facility(ies) shall be fully enclosed with a security parameter fence to prevent intrusion or vandalism.
- d. The following equipment shall be maintained and fully functional at all times:
 - i. All safety and security equipment including, but not limited to intrusion detection systems, CCTV system, access control systems, interior and exterior lighting, perimeter security systems, smoke detectors, fire suppression systems, serviced fire extinguishers, and related equipment.
 - ii. Material handling equipment, hand trolley, and all other Warehousing/Distribution Center equipment;
 - iii. Back-up generators, to ensure operations seven days per week, 24 hours per day.
- e. CCTV footage must be stored on site and off site for a minimum of 90 days after recording.
- f. Storage facilities shall be clean and free of vermin. A written sanitation and pest control procedure shall be maintained, together with logs recording the use of all pest control agents, including the amount used, method of application and date and times.
- g. Environmental, health and safety requirements are to be adhered to, including adequate fire detection suppression.
- h. Facilities shall come with the constant provision of water and electricity.
- i. Storage areas shall provide adequate lighting to enable all operations to be carried out accurately and safely
- j. There shall be sufficient drainage systems to prevent flooding or water damage;
- k. Communications technology and equipment shall be installed for the use of telephones, and email.
- l. Ceilings shall have a height of at least 5.5 meters.

Subcontractor(s) shall operate and maintain Warehousing/Distribution Centers in compliance with the following requirements:

- a. The interior space of the facility(ies) shall be organized and maintained for the specified per location volume with sufficient staffing to allow for the orderly and rapid receipt (to appropriate, environmentally controlled storage area), cross docking, pick and pack, and/or storage of various categories of products, including products in quarantine, as well as released, rejected, returned or

recalled bales; if shipments or orders are to be cross docked, it is expected that storage costs shall not apply.

- b. There shall be adequate storage space or staging area

Subcontractor(s) shall operate and maintain **ambient** Warehousing/Distribution Center in compliance with the following requirements:

- a. Facility(ies) must be of concrete or a similar permanent material (e.g., metal reinforced concrete), with smooth concrete flooring.
- b. There must be sufficient pallets available so that LLINs are stored off the floor and suitably spaced to permit cleaning and inspection and stacked no more than 3 meters high.
- c. Each facility shall be accessible by truck for adequate receipt and dispatch of cargo from vehicles, with two points of entry with minimum measurements of four meters by four meters.
- d. There shall be sufficient protections against climatic and environmental effects such as temperature and humidity.

II.2. ii Temperature and Humidity Controls

Subcontractor(s) shall operate and maintain a Warehousing/Distribution Centres in compliance with the following temperature control requirements:

- a. Storage areas shall be clean and dry and maintained within acceptable temperature and humidity limits depending on product and manufacturers' guidance.
- b. Temperatures and humidity shall be monitored digitally and continuously throughout the facility(ies). Equipment used for monitoring shall be calibrated at acceptable and defined intervals, and Subcontractor(s) shall ensure that temperatures and humidity are maintained at appropriate levels for the commodities being stored, and that temperature and humidity logs are available or easily retrievable for review at the request of Chemonics by means of PDF download.
- c. The warehouse /distribution centre must be well ventilated to protect the integrity of the LLINs.

II.2.iii Product Control

Subcontractor(s) shall implement a process that follows below procedures:

- a. The goods receiving bay shall be protected to prevent product contamination, prevent exposure of commodities to direct sunlight, dust, dirt, rain, wind, and from extremes of heat, cold, and solar radiation that could damage the products.
- b. Shipments shall be examined upon reception, following written procedures, to ensure controlled conditions (temperature, relative humidity, light, etc.) have been met, and results recorded.
- c. LLINs shall be stored in conditions that provide for adequately maintained stock. Dispatches of stock shall follow "the First Expiry First Out (FEFO)" principle, except otherwise directed in writing by Chemonics.
- d. Rejected materials shall be identified and stored in a manner that prevents their use and/or distribution until a final decision is taken on the process to be followed regarding destruction or removal from the Warehousing/Distribution Centre.
- e. Damaged/broken LLINs or suspected to be damaged shall be withdrawn from usable stock and and quarantined and Chemonics shall be properly notified within twenty-four (24) hours of discovery.
- f. If a bale is subject to product recall, guidance and instructions for control shall be requested from Chemonics.

II.2. iv Inventory Management

Subcontractor(s) shall manage, **ambient** health commodities in compliance with the following requirements:

- a. Subcontractor(s) shall maintain an automated inventory control and management system (Warehousing/Distribution Centre management system). The WMS shall provide the following:
 - i. software: batch and dynamic inventory control that allows for the control of LLINs in such a manner that prevents contamination, mix-ups, and cross-contamination.
 - ii. hardware: handheld terminals with barcode scanning capability, to be used for pick, pack, dispatch, receipt, stock control, order fulfilment, and distribution.
 - iii. Real time client access for stock visibility and reports.
 - iv. Electronic ordering and dispatch requests.
 - v. Application programming interface (API) to link with Chemonics enterprise resource planning (ERP), including CSV integrations via FTP/SFTP.
- b. Subcontractor(s) shall process orders duly authorised by Chemonics, and shall pick, pack, dispatch LLINs for such orders, according to the regular delivery schedule and/or special delivery orders provided by Chemonics, ensuring that products are distributed based on the FEFO principle and dispatches correspond with order and proofs of delivery (PODs) (or electronic proofs of delivery (ePODs)).
 - a. Packaging, packing and transportation methods shall comply with manufacturers' requirements for ensuring the safety, efficacy, and quality of the product, and shall be appropriate for distribution in the particular climates and transport and storage conditions encountered in Zambia. Orders will be received at least 2 days prior to required dispatch. It is recognized by Subcontractor(s) that flexibility at times will be required and thus orders might be received with less than the 2 days' notice prior to required dispatch and the Subcontractor has to deploy all necessary resources in order to meet the required deadlines for delivery to the recipients including working, if needed in emergency situations on a rotating schedule 24 hours a day, seven days a week including holidays.
 - b. Bales shall be stacked in accordance with manufacturers' instructions, with packaging labels free from obstruction, clearly displaying contents, weight, quantity, manufacturer, expiry dates, and any special instructions for handling stacking shipping storage and/or transportation of the contents.
 - c. Bales for dispatch must be labeled accordingly.
 - d. All bales are required to be stored off the floor on pallets or pick flow racks at all times.
 - e. The inventory control personnel in the Warehousing/Distribution Center are responsible to ensure that separation of batches is maintained.
 - f. Bales are not to be left open, except in the fine pick locations.
 - g. Bales in the bulk storage area are to be resealed where possible. This is especially important after any QA sampling which may be required.
 - h. All pallets used shall be firm and unbroken, clean, free of dirt and insects, and stored or cross docked in a dry area. Where necessary, pallets are to be scrubbed and vacuumed. Fumigation of pallets may be required for international dispatch into and out of the country.
 - i. There shall be adequate resources to ensure that the loading and offloading of LLINs in and out bound vehicles to the facility(ies) is conducted in a timely fashion to ensure there are no unnecessary delays in commodities receipt and dispatch.
 - j. Subcontractor(s) shall record the quantities, batch number, expiry date, of the bales being handed over to the distribution agent, and any other relevant information provided by Chemonics in the manual and electronic delivery slip. The manual and electronic delivery slip shall have a signature from the distribution agent to confirm receipt of product from the facility(ies).

II.2. v Security

Subcontractor(s) shall:

- (i) maintain a complete security plan which will include sufficient precautions to ensure that no unauthorized personnel have access to the facilities, taking into account the security situation in the part of the country where the services are being provided.
- (ii) assume all risks and liabilities related to Subcontractor(s) security and full implementation of the security plan. Chemonics reserves the right to verify whether such a plan is in place and suggest modifications to the plan when necessary; and
- (iii) ensure that necessary security regulations are included in the plan and adhered to by all staff. Failure to maintain and implement as appropriate security plan as required may be deemed a breach of contract.

- a. Subcontractor(s) shall manage the security services in accordance with the security plan that will be reviewed and approved by Chemonics. Subcontractor(s) shall perform any other related security services as may be required with regard to the project such as:
 - i. Investigation of incidents.
 - ii. Truck guarding (such as required to guard a loaded shipment on premises);
 - iii. Security Equipment.
- b. Within 24 hours, subcontractor(s) shall report any incidences of loss or damage to the commodities in the Warehousing/Distribution Center or any event that can affect the integrity of the commodities including: fire, dampening/wetting of commodities in stock due to leaking roof or flooding, etc.

II.2.vi Force Majeure and Disaster Recovery Planning

Subcontractor(s) shall maintain appropriate disaster recovery and security systems to provide continuity of services in case of causes established to be beyond the control and without the fault or negligence of Subcontractor(s) such as (1) acts of God or of the public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather, or (10) security breach (each a “**Force Majeure Event**”) as provided below. During a Force Majeure Event, Subcontractor(s) and CHEMONICS will discuss the continued and uninterrupted provision of Services and CHEMONICS will reasonably consider any request by Subcontractor(s) to alter the performance and deliverable timelines for a limited period of time, but in no case longer than thirty (30) days. For purposes of clarity, the parties agree that a Force Majeure Event shall not excuse performance by Subcontractor(s) hereunder.

Within twenty (20) Business Days after the Effective Date, Subcontractor(s) shall develop for Chemonics’s approval a plan to reasonably deal with a Force Majeure Event (such plans and any plan Chemonics may adopt to deal with any of Force Majeure Event, a “**Contingency Plan**”) describing the measures it will take in the event of a Force Majeure Event. Each Contingency Plan must address the following:

- a. Provisions covering the total or partial loss of each facility and the product contained in it or the total or partial loss of the ability to complete the SOW/SOP.
- b. Temporary arrangements for shipments to and/or from alternative facilities.
- c. Prompt restoration of Warehousing/Distribution Center services and shipment processing at an alternative facility; and
- d. For facilities where Subcontractor(s) maintains computer hardware or software for operations, including shipment tracking there, shall be provisions for maintenance of software and data in segregated, offsite locations, and for hardware at alternative locations.

Immediately upon occurrence of any Force Majeure Event, Subcontractor(s) shall implement the relevant Contingency Plan(s) approved by Chemonics and, unless the parties agree otherwise, make best efforts to recover data and resume operations within forty-eight (48) hours thereafter. Subcontractor(s) will also assist Chemonics to implement any Contingency Plan adopted by Chemonics to the extent it relates to or impacts the Services.

Should Subcontractor(s) suffer a Force Majeure Event, Subcontractor(s) shall use all reasonable efforts to ensure the continuity of Services by activating the Contingency Plan. If after implementation of the Contingency Plan, the Force Majeure Event prevents Subcontractor(s) from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) Business Days, Chemonics may terminate this Subcontract in accordance with Section G. Term and Termination.

II.2.vii Insurance

The Subcontractor will, at its own cost, maintain the following minimum insurance in full force and effect during the entire term of this Subcontract and provide to Chemonics each year a written confirmation by broker or by insurance company a certificate in respect of the following coverage:

(a) Commercial general liability insurance with a combined bodily injury and property damage single limit of \$10,000,000 per occurrence which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury, and broad form property damage with no care, custody and control exclusion, and with no copyright infringement, trade secrets or software code exclusions.

(b) Warehouse keeper's liability insurance with limits and coverage sufficient to cover the Subcontractor's contractual liabilities under this agreement but at a minimum \$5,000,000 limit per occurrence.

(c) Employer's liability insurance in accordance with the applicable laws of Zambia.

(d) Workers' compensation insurance in accordance with the applicable laws of Zambia.

(e) Professional liability in an amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate along with a certificate certifying that there is no security breach or unauthorized access exclusion on this policy.

(f) "All risk" Property (or at least Material) Damage policy covering any equipment, premises, buildings used in providing the services and for which the Subcontractor has a liability for maintenance and/or which is owned by the Subcontractor as well as Business Interruption risk insurance based on the following basis of valuation:

- Buildings – Cost of rebuilding
- Equipment – Replacement costs of the equipment or parts of it

(g) Comprehensive automobile liability insurance with a combined bodily injury and property damage arising out of the use of all owned, leased and in accordance with the applicable laws of Zambia.

The Subcontractor's policy and certificate shall include all Indemnitees, as additional named insured. The Subcontractor will deliver a certificate(s) of insurance evidencing the coverage specified above to Chemonics **prior to signing a Subcontract and prior to providing any Services**. Such certificate(s) will stipulate that the insurance company(ies) will provide Chemonics at least thirty (30) days' prior written notice of any cancellation of coverage. Should the Subcontractor fail to provide the requested evidence of

insurance, Chemonics shall be entitled to procure such coverage on behalf of the Subcontractor and all premium costs should be borne by the Subcontractor. All coverage will include a waiver of underwriter’s rights of subrogation against Chemonics. Subcontractor will be solely responsible for any deductible or self-insurance retentions. The stipulated limits of coverage above shall not be construed as a limitation or expansion of any potential liability to Chemonics, and failure to request evidence of this insurance shall in no way be construed as a waiver of the Subcontractor’s obligation to provide the insurance coverage specified. Such insurance afforded to Chemonics shall be primary insurance and any other valid insurance existing for Chemonics’s benefit shall be in excess of such primary insurance.

The carrying of insurance as required herein by the Subcontractor, shall in no way be interpreted as relieving the Subcontractor of its other obligations under this agreement.

II.3. Deliverables

1. Deliverables

Subcontractor(s) shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below, accompanied by an invoice.

Activity	Deliverable Title	Deliverable Description	Timing
Warehouse Stock Status Report	Monthly Consolidated Report (includes PODs)	<p>Report of current stocks summarizing receiving, distributing and final stock on a monthly basis for all GHSC-PSM program commodities. This report will indicate the number, description, batch number, expiry date, unit, and dosage of each product. The report will show in summary the initial quantity in stock at the beginning of the month, the quantity received, the quantity distributed and the final stock at the end of the month informing the shelf life of remaining stocks. This report will also show the total number of pallets used during the month, sorted from earliest expiry date to the longest shelf life remaining.</p> <p>Subcontractor(s) shall send copies of both inbound and outbound PODs (or ePODs when available) signed by the party responsible for transportation as evidence of handing over the picked and packed orders to the responsible party.</p>	5 days after the end of the month.

Reports

Subcontractor(s) shall deliver to Chemonics the following reports, in accordance with the schedule set forth below.

Activity	Report Title	Report Description	Timing
Stock summary	Stock summary report	Subcontractor will send a detailed Stock Summary Report to all parties on a pre-approved distribution list. This report details the stock on hand by product and batch number at the beginning of the business day (including donor program, product description, quantities, values, expiry dates, manufacture dates, and remaining shelf life), stock issued and received during the month, details on all orders packed and tendered that month, and the opening and closing balance for that month. Separate tabs should be included, which contain information on any damages, short expiry products, and returns.	Bi-monthly.
Inbound shipment notification	Inbound shipment arrival notification	Upon completion of the delivery of new consignments to the Warehouse Site, Subcontractor shall send an inbound notification email to all parties on a pre-approved distribution list confirming that the commodities have been received at the Warehouse with the following information in attachment form: <ul style="list-style-type: none"> • <i>Purchase Order</i> • <i>Commercial Invoice</i> • <i>Packing List</i> • <i>Airway Bill</i> • <i>Approved PPB Permit</i> • <i>Bill of Lading</i> • <i>Certificate of Origin</i> • <i>Certificates of Analysis</i> • <i>As applicable, noted damages to shipment</i> • <i>WMS report showing stock receipt</i> 	Within 12 hours of shipment arrival
Inbound receiving		Within 48 hours of inbound shipment arrival, or within the time period agreed upon for special or large shipments, Subcontractor shall send a detailed receiving report to all designated parties on a pre-approved distribution list that <i>includes the following</i> : <ul style="list-style-type: none"> • <i>Product name</i> • <i>Description</i> • <i>Batch number</i> • <i>Expiry date</i> • <i>Quantity</i> 	

	Inbound receiving report	<ul style="list-style-type: none"> • <i>Program</i> • <i>Products marked (USAID)</i> • <i>Notification of any repalletization</i> <p><input type="checkbox"/></p> <p><i>In addition, the report will note any damages, losses, or discrepancies. If damage was detected, pictures of the vehicle(s) that delivered the commodities and damaged products shall also be shared with Chemonics</i></p> <p><i>*WMS report to show record of stock receipt</i></p>	Within 48 hours with exception of bulk shipments
Outbound Pallet Processing and Pick, Pack, Loading, Dispatch	Dispatch report	<p>Upon dispatch of outbound shipments, Subcontractor shall send copies of the dispatch notes signed by the party responsible for transportation to Chemonics as evidence of handing over the picked and packed orders to the responsible party. The dispatch note shall contain the name of the intended destination for the product, the authorized receiver, the date, and time of dispatch. In addition, the dispatch note shall indicate the number, description, batch number, unit, and dosage of each product dispatched. The format of the dispatch note shall be approved by Chemonics prior to its roll out by the subcontractor. The WMS must also send electronic details of picked and dispatched shipments with these details via previously mentioned integrations (with CSV files via FTP/SFTP). Electronic picklist/shipment details should be able to contain GS1 serial numbers of items dispatched in the shipment. The report should show commodities at SKU level.</p> <p>Proposed language: A WMS report that shows that commodities have been processed and are dispatched.</p>	Within 48 hours.

The Subcontractor(s) must ensure that at all times, the total value of stock in any warehouse can be ascertained. Unit prices of commodities must be continually updated as the need arises and must be captured on all reports and documents (e.g PODs, delivery notes etc).

Subcontract Annex 1: Key Performance Indicators

KPI 1: Inventory Accuracy – Macro
<p>Objective: To assess the accuracy of product quantity when comparing system records to physical cycle count. This indicator tracks products lost due to theft or unexplained loss at a macro level within the warehouse. Chemonics should be given prior notice of all inventories conducted and or cycle counts (a schedule provided) and should be allowed to participate in any and all such inventories or cycle counts.</p>
Description
<p>Measure: Accuracy of product quantity will be calculated by comparing system records to physical cycle count.</p> <p>Numerator: Total quantity in units of product (all SKUs of the products) not at variance, when the system stock level is compared to the physical count, within the specified time period for reporting.</p> <p>Denominator: Total quantity in units of product held in storage in the same specified time period for reporting.</p> <p>Unit of Measure: Quantity of units</p> <p>N.B.: Accuracy of product quantity will be calculated by comparing the stock level in the system, with the physical cycle count.</p>
<p>Data Sources: <i>Monthly Stock Status, Cycle Count report</i></p> <p>Target: <i>100% accuracy</i></p>
KPI 2: Inventory Accuracy – Micro
<p>Objective: To assess the accuracy of product quantity per batch per bin location when comparing system to physical cycle count. This indicator tracks product quantity accuracy by batch per bin location.</p>
Description
<p>Measure: Accuracy of product quantity will be calculated by comparing the stock level in the system, with the physical cycle count, per batch and per bin location.</p> <p>Numerator: Total quantity in units of product not at variance by batch</p> <p>Denominator: Total quantity in units of product held in storage in a specified <i>bin by batch</i></p> <p>Unit of Measure: Quantity of units</p>
<p>Data Sources: Monthly Stock Status, Cycle count report</p> <p>Target: 100%</p>

KPI 3: Picked, Packed and Dispatched (PPD) Accuracy
<p>Objective: To measure the accuracy of product quantity per batch picked, packed, and dispatched when compared to distribution order. This indicator tracks picking accuracy from any bin location in the warehouse at any specified time.</p>
Description
<p>Numerator: Total quantity in units of specific product per batch per bin location, picked, packed and dispatched.</p> <p>Denominator: Total quantity in units of the specified product received in distribution order.</p> <p>Unit of Measure: Quantity of unit</p> <p>N.B.: Accuracy of product quantity picked, packed, and dispatched will be calculated by comparing the product quantities in the distribution order received with the quantities picked, packed and dispatched.</p>
<p>Data Sources: Pick /Pack List</p> <p>Target: 100%</p>

KPI 4: Order Fulfillment Variance – Warehousing
<p>Objective: To assess warehouse performance by comparing commodities picked, packed, and dispatched (PPD) recorded on the PODs to the quantities on the final LMD order.</p>
Description
<p>Numerator: Number of product lines (adjusted and provided for by the PR after a finalized review of LMD order) in the final LMD* order that are at variance with PPD quantities at the warehouse.</p> <p>Denominator: The total number of product lines ordered for. Please note that due to availability, LMD orders may not reflect actual need expressed by the health facilities at the time the PR provides the product lines, as they are reported through the warehousing level.</p> <p>Unit of Measure: Product lines.</p>
<p>Data Sources: Delivery Order list (LMD order), PODs</p> <p>Target: 0% variance</p>

KPI 5: Product lost due to theft, damage, or expiry – Warehouse
<p>Objective: To measure percentage of products damaged, stolen, or expired while being warehoused in Chemonics’ custody when compared to system records and physical cycle count and good inventory management/warehousing practices</p>
Description
<p>Numerator: Total value in USD of product lost due to theft, damage, or expiry during the specific month.</p> <p>Denominator: Total value in USD of the throughput in the specific month.</p> <p>Unit of Measure: USD</p>

Data Source: WMS records, bin cards, physical count
Target: 0.1% loss

KPI 6: Response to Chemonics' Queries
<p>Objective: To measure timeliness of substantive response to Chemonics' queries on warehousing issues (including claims for damage, short delivery, temperature excursions for cold chain warehouses etc.) within 48 elapsed hours, except in cases of emergencies e.g. fire, burglary etc. This will include emergency situations but exclude weekends and public holidays</p>
Description
<p>Measures: Number & percentage of queries on warehousing issues answered with validating documentation (where appropriate) within the agreed response time. Numerator: Queries on warehousing issues answered with substantiating documentation (where applicable within the agreed response time) Denominator: Total number of warehousing issues raised by Chemonics in a calendar month</p>
<p>Data sources: Reports, timeliness & quality of content Target: 95%</p>

KPI 7: First Expiry, First Out (FEFO)
<p>Objective: To ensure FEFO compliance and prevent expiries there by maximizing use of resources and mitigating financial losses.</p>
Description
<p>Numerator: Number of product lines whose batch numbers & expiry dates post LMD precedes same products lines pre LMD cycle. Denominator: Total number of product lines in the warehouse at the end of LMD cycle Unit of Measure: Product lines</p>
<p>Data sources: Post LMD Inventory status reports, Pre LMD-Inventory status reports Target: 0.01% non-compliance</p>

Annex 2 Cover Letter

[Offeror: Insert date]

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

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

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

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

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

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

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

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

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

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

Sincerely yours,

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

Annex 4 **Required Certifications**

REQUIRED CERTIFICATIONS

List of certifications:

- **Certification of Independent Price Determination** – (FAR 52.203-2). Certifies that prices in this offer have been arrived at independently, without, for the purposes of restricting competition, any consultation, communication, or agreement with other offeror or competitor relating to – prices, intention to submit an offer, or factors used to calculate prices offered. This is applicable to any solicitation for fixed price subcontracts over \$250,000 only.
- **Subcontractor Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions** – (FAR 52.203-11). Certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, grant, loan, cooperative agreement, etc. This completed certification from FAR 52.203-11 must be included in the subcontract file for any subcontract expected to exceed \$150,000; in addition, note that Chemonics’ subcontracting templates include additional language to document compliance at the “time of award” for all subcontracts (regardless of value). In addition, a disclosure may be required in accordance with FAR 52.203-11(d), which notes: “*If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants...*;” when applicable, this disclosure must be saved in the subcontract/procurement file with the certification. This certification/disclosure requirement of FAR 52.203-11 is applicable to any solicitations expected to exceed \$150,000.
- **Subcontractor Certification Regarding Responsibility Matters** – (FAR 52.209-5). Certifies that offeror/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. This completed certification from FAR 52.209-5 must be included in the subcontract file for any subcontract expected to exceed \$150,000; in addition, note that Chemonics’ subcontracting templates include additional language to document compliance at the “time of award” per FAR 52.209-6 for all subcontracts (regardless of value). This “Subcontractor Certification Regarding Responsibility Matters” certification from FAR 52.209-5 is applicable to any solicitations expected to exceed \$150,000.
- **Evidence of Responsibility Statement** – Certification describing internal policies and procedures, listing authorized signatories, and stating that the company is able to comply with the terms and conditions of the subcontract. This is applicable to all solicitations regardless of value.
- **Subcontractor Size Self-Certification** – Certification based on the SBA (Small Business Administration) form, completed by the subcontractor to self-certify any small business designations.
- **Certificate of Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking** – (ADS 302mas) Certification that the offeror has instituted a

policy explicitly opposing prostitution and sex trafficking. For use in any new acquisition intended to obligate FY04 or later funds available for HIV/AIDS activities.

- [Subcontractor Certification Regarding Trafficking in Persons Compliance Plan \(March 2, 2015\)](#) – This certification is required for all subcontracts including purchase orders that: 1. are for supplies, other than commercially available off-the-shelf items (COTS), to be acquired outside the United States, or services to be performed outside the United States, and 2. have an estimated value that exceeds \$500,000. The certification requires subcontractors to certify that they are in compliance with the terms and conditions under FAR 52.222-50, and have an anti-trafficking compliance plan in place as required by the FAR clause.

- [Prohibition on Assistance to Drug Trafficking Participant Certification](#)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) The offeror certifies that—

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

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

_____ By (Signature) _____
(Applicant)

TITLE _____ TYPED NAME _____ DATE _____

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (SEPT 2007)

_____ (hereinafter called the "offeror")
(Name of Offeror)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Chemonics' immediately. _____

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

CERTIFICATION
REGARDING

RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).
This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLEASE SIGN AND RETURN3

Company Name _____

Signature _____ Printed Name _____
Title _____ Date _____

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

UEI Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company

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: _____

Title: _____

Date: _____

Subcontractor Size Self-Certification Form

Reference Number: [enter the funding agency's solicitation or contract number]

Project Name: [enter full name of project]

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. A list of most common [NAICS Codes used by Chemonics](#) is available in the QMS (requires DailyChem access).]

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: _____

Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Acquisition) (June 2010) (a)

This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/sub-awardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children.

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV / AIDS programs under this contract or subcontract by: (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries; (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions). (c) The following definitions apply for purposes of this provision: "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9). (d) The contractor shall insert this provision in all subcontracts. (e) Any violation of this provision will result in the immediate termination of this award by USAID. (f) This provision does not affect the applicability of FAR 52.222-50 to this contract. The Offeror (below named organization or firm) certifies that it has () has not () instituted a policy explicitly opposing prostitution and sex trafficking as required under this Request for Proposal and any possible subsequent subcontract.

Company Name: _____

By (Signature): _____

Title: _____

Printed Name: _____ Date: _____

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

The Offeror/Subcontractor Certifies that:

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

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

PLEASE SIGN AND RETURN THIS CERTIFICATION TO Chemonics

Company Name _____

Company Address _____

Signature _____ Printed Name _____

Title _____ Date _____

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

Annex 5 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 6. Insurance

STORAGE RISK INSURANCE
QUESTIONNAIRE / APPLICATION FORM

Insured: _____ **Contact Person:** _____
Address (head office): _____ **phone:** _____
_____ **fax:** _____
_____ **email:** _____

GENERAL INFORMATION

📁 Storage _____ Location _____ (Name/Address): _____

📁 Goods/stocks owner: _____

📁 Sum to be insured (replacement value): _____ USD / _____ (local currency)

Floating Limit required: _____ USD / _____ (number of months)

📁 Requested perils to be insured:

- Accidental damage
- Flexa (fire, lightning, explosion, falling aircraft);
- Extended Coverage (civil commotion, malicious mischief, strike or lock-out, vehicle impact, smoke, sonic boom, sprinkler leakage, tap water, burglary);
- Natural Perils (e.g. windstorm, hail, flood, earthquake, volcanic eruption, snow pressure, etc.);

📁 Insurance period storage risks: _____ until _____ – 12.00 noon local time

📁 Stock description (kind of stocks/goods):

RISK INFORMATION

Please use only one questionnaire/application for each location to be insured.

 **Location** (Address):

-  Building construction: concrete non-combustible combustible wooden _____
-  Year of construction: _____ owned hired
-  Ground area: _____ square feet _____ square meter fenced CCTV
-  Total storage area: _____ square feet _____ square meter
-  Storage level max.: _____ feet _____ meter
-  High rack storage area: YES; NO
-  Smoking permitted: YES; NO
-  Kind of packing: without non-combustible only protection of the borders combustible
 wood, paper, plastics foam plastic packing as in/out side package
-  Automatic sprinkler system: Complete mainly ____ % none
 - Alarm to: fire department watchman service 24 hour local/none
-  Automatic smoke detectors: Complete mainly ____ % none
 - Alarm to: fire department watchman service 24 hour local/none
-  Automatic burglary alarm detectors: Complete mainly ____ % none
 - Alarm to: police watchman service 24 hour local/none
-  Other protection systems: YES. _____ NO
 - Alarm to: police/fire department watchman service 24 hour local/none
-  Professional watchman service: YES NO
-  Other building security features: YES, _____ NO

Loss Experience	Year	Paid claims	o/s claims	Description of circumstances
past 3 years	2017			
	2018			
	2019			

(Place, Date)

(Title / Print Name / Signature)