



REQUEST FOR PROPOSALS (RFP)

RFP Number:	RFP-PSM-ZMB-3 PROVINCES LLINS DISTRIBUTION
Issued by:	Chemonics International Inc.
Issuance Date:	August 2, 2023
Bidders conference:	August 8, 2023
Deadline for written questions:	August 8, 2023
Deadline for Offers:	August 9, 2023
Description:	Provision of Transportation of Long-Lasting Insecticidal Nets (LLINs) from Lusaka, Zambia to Muchinga, North-western and Western provinces.
For:	USAID Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) Project
Funded by:	United States Agency for International Development (USAID); Contract No. AID-OAA-I-15-00004; Task Order No. AID-OAA-TO-15-00009
Point of Contact:	SPDprocurement@ghsc-psm.org

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/OurPOry/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 DKimera@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.

Request for Proposals # RFP-PSM-ZMB-3 PROVINCES LLINS DISTRIBUTION

Dear Sir or Madam,

Chemonics International, Inc. (hereinafter referred to as “Chemonics”) under U.S. Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, USAID Prime IDIQ Contract No. AID-OAA-I-15-00004, is issuing a Request for Proposals (RFP) for the provision of transportation services for Long-Lasting Insecticidal Nets (LLINs) from Lusaka Zambia to Muchinga, North western and Western provinces. The attached RFP, below, contains all the necessary information for interested Offerors.

The purpose of this RFP is to seek proposals from Offerors for the provision of distribution services for the transportation and delivery of LLINs from Lusaka to service delivery points (health facilities) at the district level in Muchinga, North-western and Western provinces. LLINs from Lusaka to Muchinga, North-western and Western provinces.

Offerors may have additional questions after reading this RFP. Interested Offerors can submit questions by email to **SPDprocurement@ghsc-psm.org**. If necessary, GHSC-PSM will circulate answers and clarifications to all RFP recipients who have indicated an interest in this RFP.

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 all offers, if such an action is in the best interest of Chemonics.

Sincerely,

Deogratius Kimera
Country Director
GHSC-PSM Zambia

RFP Table of Contents

List of Acronyms

Section	Instructions to Offerors
I.1	Introduction
I.2	Offer Deadline
I.3	Submission of Offers
I.4	Requirements
I.5	Indefinite Quantity Type Subcontract and Future STOs
I.6	Source of Funding and Geographic Code
I.7	Chronological List of Proposal Events
I.8	Validity Period
I.9	Evaluation and Basis for Award
I.10	Negotiations
I.11	Terms of Subcontract
I.12	Privity
Section II	Background, Scope of Work, Deliverables, and Reports
II.1.	Background
II.2.	Scope of Work
II.3.	Chemicals' Responsibilities
II.4.	Deliverables and Deliverables Schedule
II.5.	Reports and Reporting Schedule
Section III	Indefinite Quantity Subcontract (Terms and Clauses)
Annex 1	Sample Proposal Cover Letter
Annex 2	Guide to Creating Cost Proposal and Establishing Budget
Annex 3	Required Certifications
Annex 4	Past Performance Template
Annex 5	UEI and SAM Registration Guidance
Annex 6	Vehicle Verification Checklist
Annex 7	World Health Organization (WHO) Good storage and Distribution Practices (May 2019) Draft for Comments, working document QAS19.793
Annex 8	TRS 1025- Good Storage and distribution practices for medical products
Annex 9	WHO Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products
Annex 10	Guidance for loading a truck
Annex 11	WHO Technical supplements to Model Guidance for the storage and transport of time- and temperature sensitive pharmaceutical products
Annex 12	Sample Proof of Delivery
Annex 13	Key Performance Indicators
Annex 14	Sample Task Order
Annex 15	Standardized Financial proposal with distances and estimated number of bales per HFs

List of Acronyms

CFR	Code of Federal Regulations
CD	Country Director
FAR	Federal Acquisition Regulations
GHSC-PSM	USAID Global Health Supply Chain Program–Procurement and Supply Management
GPS	Global Positioning System
IDIQ	Indefinite Delivery Indefinite Quantity
IQS	Indefinite Quantity Subcontract
LLIN	Long lasting insecticide net
NGO	Nongovernmental organization
POD	Proof of Delivery
RFP	Request for Proposals
SDP	Service Delivery Points
SOP	Standard Operating Procedures
STO	Sub Task-Order
U.S.	United States
USAID	U.S. Agency for International Development
USAID Zambia	USAID Mission in Zambia
USG	U.S. Government
VAT	Value Added Tax
WHO	World Health Organization

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, under U.S. Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM), single award indefinite delivery indefinite quantity (IDIQ) contract number AID-OAA-I-15-00004, the Global Health Supply Chain Procurement and Supply Management (GHSC-PSM) Project 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.

GHSC-PSM Zambia is soliciting offers from companies and organizations to submit proposals to provide transportation services for LLINs from Lusaka to Muchinga, North-western and Western provinces. in Zambia. The LLINs will be dispatched from Lusaka and deliveries will be made to the service delivery points (SDPs) at the district level within Muchinga, North-western and Western provinces. See annex 15 (Standardized Financial proposal with distances and estimated number of bales per HFs) for details regarding the distances and the estimated quantities of bales per Health Facilities for each of the 3 provinces.

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 help interested Offerors prepare their offer. Any resulting subcontract will be guided by Section II and III.

Chemonics anticipates issuing an award to the offeror who provides the best and most comprehensive solution to the scope of work for a reasonable cost. The award will be in the form of Indefinite Quantity Subcontracts (IQS) under which firm fixed price Sub-Task Orders (STOs) will be issued. The successful Offeror(s) must adhere to the statement of work and terms and conditions of the IQS, incorporated in Section II Background, Scope of Work, Deliverables, Reports, and Section III Indefinite Quantity Subcontract.

The period of performance for the delivery of LLINs is expected to be completed within six (6) months from the start of the resulting subcontract. Chemonics may choose to extend the time at its sole discretion. The IQS will establish ceiling route prices and price per kilometer per bale provided in Annex 2 Guide to Creating Cost Proposal and Establishing Budget. For more information on pricing and how it will be included in STOs, refer to section B.3 Cost Proposal.

During the IQS time period, Chemonics intends to issue STOs to a single vendor based on a combination of factors, including Chemonics' judgment of the most advantageous price(s) offered by the IQS-holder(s). To award an STO, Chemonics will provide a distribution plan that IQS-holder(s) will use to develop a delivery plan and provide pricing per route based on the agreed upon rate/km/bale in the IQS. Other STO evaluation considerations may include the need for expeditious delivery; the reliability and trustworthiness of the offerors' performance; past performance references; expertise in the scope of work; unforeseen environmental factors that may affect delivery; force majeure factors; directions from Chemonics' client(s); compelling host-government or beneficiary considerations; and/or any number of other USAID and/or prime contract considerations.

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 all offers, if such an action is 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.

Emailed offers must be submitted and received **no later than 17:00 hrs (Lusaka time) on August 9, 2023,** at the following contact and email address:

Segolene d'Herlincourt
Deputy Country Director – Operations
SPDprocurement@ghsc-psm.org

Hard copies and faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered. For all deadlines related to this RFP, see Section I.6 Chronological List of Proposal Events.

I.3. Submission of Offers

Offerors are responsible for ensuring their proposals are received by GHSC-PSM by the deadline stated in Section I.2.

A. Instructions for the Submission of Electronic Copies

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

The Offeror must submit the proposal electronically with up to three (3) attachments (5 MB limit) per email compatible with a readable format, or Adobe Portable Document (PDF) format in a Microsoft 365 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.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not refer to pricing data so that the technical evaluation may be made 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 one or multiple subcontracts to a Zambian or international company or organization, provided it is legally registered and recognized under the laws of Zambia and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, or civil society organization. Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Zambia **upon** award of the subcontract.

- (ii) Firms operated as commercial companies or other organizations or enterprises (including non-profit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in Zambia at the time the subcontract is signed.
- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a subaward valued at USD \$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 4.¹

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

B. Required Proposal Documents

1. Cover Letter

A sample cover letter is provided in Annex 1 of this RFP. The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Name and signature of authorized representative
- iii. Type of company or organization
- iv. Address
- v. Telephone
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. UEI Number
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
 - 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) Applicable documents listed in I.4.A.

At its discretion, Chemonics may request other documents from an offeror to validate elements of the offeror's proposal or to support the offeror's claim of meeting the requirements set forth under I.4.A above.

2. Technical Proposal

Offerors must prepare and submit a technical proposal that shall comprise the following three parts:

- Part 1: Technical Approach. This part shall be between 5 and 15 pages long but may not exceed 15 pages. Part 1 includes the following sub-sections:
 - a. Approach and Methodology: The Offeror should provide a presentation of their strategy and approach to the scope of work described in II.2. Technical proposals should highlight components of the approach including details of the offeror's response to the specific transportation services responsibilities under the scope of work and the resources, technical expertise and equipment which will be utilized to meet the required transportation deliverables detailed under the scope of work of this RFP solicitation during implementation of the proposed subcontract.
 - b. Fleet Size, Quality, Variety, and Ownership: This part must include details on the total number, variety, and adequacy of vehicles in Offeror's fleet. The total number should note which vehicles are owned and leased/rented. Whether fleet is owned or leased/rented, the offeror is responsible for the entirety of the scope of work, including but not limited to, management, quality assurance, vehicle insurance coverage, deliverables, and reporting. The Offeror should review Section III Indefinite Quantity Subcontract (Terms and Clauses), Section J for insurance coverage requirements. The Offeror's vehicles should at a minimum comply with all the standards provided under Annex 7 Vehicle Verification Checklist.
 - i. *Requirements when vehicles are owned.* Chemonics' preference is that Offerors shall use their own fleet to transport commodities for GHSC-PSM, and in that case, must provide proof of fleet ownership (e.g., title and registration).
 - ii. *Requirements when vehicles are leased/rented.* Offerors may use leased or rented vehicles to transport commodities if proper justification is provided within the Offeror's proposal. Offerors must include justification and specify the company or mechanism they plan to use to carry out the leasing/renting arrangement, the number of vehicles, variety of vehicles, and adequacy of vehicles in that company's fleet. Offeror should show that they can lease or rent a fleet (e.g., ability and capacity to lease, rent, or otherwise secure fleet in compliance with World Health Organization (WHO) distribution standards with limited lead time).
 - iii. The offeror should confirm in the Technical Approach that the driver's name will be provided 24 to 48 hours (about 2 calendar days) prior to commencing distribution. If the fleet is not fully identified or certain drivers might change, the plan should include how this information will be collected in advance.
 - c. Capability for In-Transit Tracking: The offeror must describe the offeror's capability for real-time in-transit tracking. Chemonics' preference is that offerors should use Global Positioning (GPS) tracking devices for in-transit tracking, and the capacity to provide route-tracking documentation to GHSC-PSM to verify and validate the specific route taken by any given vehicle that is tasked with delivering LLINs. If GPS tracking data is not available, offeror shall provide an adequate solution for tracking, for example detailed vehicle and phone/SMS/GPS location logs using smart phone maps, which shall be provided to GHSC-PSM upon request. The offeror should include the number of vehicles in its possession or that shall be used in this scope of work which carry GPS tracking equipment. Offeror shall provide time-stamped route-tracking and route-validation documentation to GHSC-PSM, upon request. Chemonics may confirm the offeror's proposal with the fleet-evaluation event. Where alternative transport is being utilized subcontractor will provide daily updates to GHSC-PSM.
 - d. Standard Operating Procedures for Security of Commodities: The offeror shall provide standard operating procedures (SOP) that address the full range of security issues related to distribution and the operating environment to assure the quality, security and integrity of the LLINs being transported. Such issues include, but are not limited to, appropriate vehicle and equipment selection and maintenance (e.g., locks, security seals, alarm systems), preventing unauthorized

access to and theft or misappropriation of LLINs, operating procedures while commodities are in-transit, selecting delivery routes and re-routing as conditions change or concerns arise, and incident management and reporting. The SOPs should comply with WHO Good Distribution Practices, provided under Annexes 8 through 11 and found on the WHO website:

[WHO Annex 7 TRS 1025 - Good storage and distribution practices for medical products](#)

Alternatively, if the offeror is compliant with country standards and best practices, offeror should submit those for consideration.

- e. Standard Operating Procedures for LLIN Capacity: The offeror is required to submit with their proposal one (1) copy of the offeror's established SOP for LLIN transportation. The offeror's SOP should ideally comply with the standards provided under Annexes 8 through 11 and with the link in the above bullet d. Standard Operating Procures for Security of Commodities. Alternatively, if the offeror is compliant with country standards and best practices, offeror should submit those for consideration.

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 Chemonics objectives. Qualification of all personnel must be in line with national regulations, including drivers who possess valid and appropriate driver's licenses.

The offeror shall provide a one-paragraph job description, relevant to the scope of work, for each position in your distribution organization. The offeror shall provide the CVs of staff who will be assigned to key positions, in the subcontract, and CVs of the management personnel which shall be included in an annex to the technical proposal and will not count against the page limit, however CVs are limited to two (2) pages per CV. Key positions are as follows, but offeror may modify per their organogram. The selected subcontractor(s) will be required to seek Chemonics' consent to replace any designated key personnel under the future awarded IQS Sub Task Orders.

Key positions:

- o Fleet Supervisor
 - o Transport Manager
 - o Account Manager
 - o Logistics Manager
 - o Safety, Health, Environmental & Quality (SHEQ) Manager
- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between two (2) and five (5) pages long but may not exceed five (5) pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the Scope of Work in Part II.2 and Deliverables in Part II.4 (below). Offerors must also present their experience in transporting, and handling commodities. Offerors should demonstrate in their proposal a clear record of ensuring adequate funds are available for disbursement for high value bulk transactions. Also, offerors must include three (3) recent past performance references of similar work (under contracts or subcontracts) previously implemented and contact information for the companies for which such work was completed. Contact information must include

at a minimum: name of point of contact who can speak to the offeror's performance, name, and address of the company for which the work was performed, and email and phone number of the point of contact. Offerors with experience providing services using US government (USG), USAID, or for humanitarian entities should include this in their past performance and references. The Offeror shall use the Past Performance Template included in Annex 5.

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 required deliverables of the selected subcontractor, and provides a deliverables schedule.

3. Cost Proposal

Offerors must prepare and submit a cost proposal to Chemonics **separate** from the technical proposal. The cost proposal, and prices contained therein, will be used by Chemonics to determine which proposals represent the best value and serve as a basis of negotiation before Chemonics awards an IQS subcontract(s). The negotiated prices will serve as the ceiling prices in the IQS subcontract. Offerors are strongly encouraged to offer their best and most competitive prices for transportation services.

Annex 15 provides instructions and tabs to help the offerors to determine the price/bale/km for each of the provinces. The variable (cost) is the only element the offerors can change to present their proposals.

The total value of individual STOs solicited or issued under the IQS will depend upon the proposed price per bale per Kilometer by the distance to the service delivery points that will be agreed upon by Chemonics and the vendor in a standard distance agreement.

The offerors' cost proposal shall consist of the following:

Part 1: Price of Services

- Offerors are required to submit their cost/km/bale through the excel document provided as Annex 15 – any other cost presentation will be disqualified
- Fixed Rate price per bale per Kilometer shall be charged for every delivery that involves the conveying of LLINs to the health facilities/service delivery points in the provinces.
- The final total price for delivering LLINs to a facility will be based on the rate/Km/bale and a standard distance agreement agreed between Chemonics and the successful vendor. See tabs from Annex 15- The tabs provide the Standard Distances from Lusaka to the Provincial DHOs. And Standard Distances from DHOs to Health Facilities.
- The distribution of LLINs will cover numerous health facilities within Muchinga, North-western and Western provinces.
- Offerors must factor in the cost of distribution from Lusaka to the specific Districts and down to the individual facilities within those districts.
Each Province tab has 1 cell that can be amended by bidders - highlighted in yellow.
The aggregated data tab has 3 tables in which only 1 cell can be amended to take into account the transport from Lusaka to each of the districts for this given province.
- The bales can first be transported in bulk from Lusaka to the respective District Health Offices. Then, at the District Health Offices, they can be divided into smaller quantities according to the estimated number

of bales required for each facility for final distribution to the health facilities. The fine picking is done by the Warehouse service provider in Lusaka PRIOR to handing over each order to the 3PL. DHO will not store or accept custody of nets.

Offerors must use and present to Chemonics the table provided in MS Excel (Annex 15 Standardized Financial proposal with distances and estimated number of bales per HFs), showing their best proposed prices for evaluation. The total price for distribution from the start to end point will be used as a ceiling price for the route, based on a price per bale per kilometer (KM) will be established in the IQS. Offerors are strongly encouraged to propose and submit their best, most realistic, and reasonable prices in response to this RFP.

Offerors should refer to Annex 2 Guide to Creating Cost Proposal and Establishing Prices for further budget preparation guidance. Chemonics will not provide technical assistance to offerors on budget preparation. Offerors are only required to submit table(s) containing prices in the format provided in Annex 15, not separate detailed budgets. **Only the prices in the required Annex 15 format will be considered for comparison with other offerors and inclusion in the IQS subcontract.** Chemonics may at any time during the evaluation period, and at its sole discretion, require offerors to submit additional information to further assess and validate offerors' proposed prices for allowability, allocability, and reasonability.

All cost information must be expressed 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

Offerors must prepare and submit cost notes that explain the basis for all proposed prices. If Chemonics at any time requests additional information from offerors to understand the offerors' proposed prices, the offerors must submit the additional information requested. The offeror's cost notes must provide sufficient detail to allow Chemonics to clearly see and understand the type of costs included in the offeror's proposed tier prices (such as insurance, fuel, labor, maintenance).

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.

I.5. Indefinite Quantity Type Subcontract and Future STOs

a) This IQS RFP will result in the award of an indefinite quantity type subcontract with Sub Task Orders (STOs) issued thereunder priced on a firm fixed price basis to one or more offerors. These STOs will be issued as the need arises. (See Annex 14: Sample STO)

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

b) Delivery or performance shall be made only as authorized by STOs issued in accordance with the Ordering Procedures contained within the IQS.

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

I.6. Source of Funding, Authorized Geographic Code, 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 the resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.7. Chronological List of Proposal Events

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

RFP published	August 1, 2023
Proposal conference pre-registration deadline	August 8, 2023
Proposal conference	August 8, 2023
Deadline for written questions	August 8, 2023
Answers provided to questions/clarifications	August 8, 2023
Proposal due date	August 9, 2023
Subcontract Award (estimated)	August 18, 2023

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

Proposal Conference. A proposal conference will be held online on the date provided in the above calendar table to provide interested offerors an opportunity to learn more about the USAID-funded GHSC-PSM project and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by the date provided in the above calendar table by [9:00 hrs] to the Deputy Country Director for Operations, Segolene d'Herlincourt, at SPDprocurement@ghsc-psm.org.

Written notes or questions and answers from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to the GHSC-PSM Deputy Country Director for Operations, Segolene d’Herlincourt, at SPDprocurement@ghsc-psm.org no later than by the date provided in the above calendar table [17:00 hrs]. 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, GHSC-PSM or GHSC-PSM subcontractors in Zambia, the GHSC-PSM project, or any other party, will not be considered official responses regarding this RFP.

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 Chemonics’ GHSC-PSM office within two (2) days of receiving notification.

Fleet Evaluation. Offerors will be required to make the vehicles proposed in Offeror’s Technical Proposal available for inspection and evaluation by Chemonics. Should an inspection be requested by Chemonics, the Offeror’s vehicles will be inspected and evaluated against the standards outlined in Annex 6 Vehicle Verification Checklist. Offerors should be prepared for this evaluation within one (1) day of receiving notification from Chemonics.

I.8. Validity Period

Offerors’ proposals must remain valid for one hundred twenty (120) calendar days after the proposal deadline.

I.9. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this 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 approximately equal to 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 capacity		

	<p>Approach and Methodology: Does the technical approach and detailed service implementation methodology proposed fulfill the requirements of the Scope of Work and expected deliverables effectively and efficiently?</p> <p>Fleet Size, Quality, and Variety: Total number, variety, and adequacy of vehicles (Please refer to Annex 6, the Vehicle Verification Checklist) in offeror's fleet (with trucks of varying size that will allow the Offeror to successfully execute the scope of work detailed in this RFP). Chemonics will use the offeror's title and registration or leasing contract to confirm fleet arrangement.</p>	15 points
	<p>Capability for comprehensive in-transit tracking. Does the offeror have the capacity to track its vehicles on any given route, and provide accurate and genuine route-verification data and reports to Chemonics as required in the SOW? If the offeror has not adopted GPS capabilities, has it described its processes and ability to track vehicles similarly efficiently?</p>	25 points
	<p>ePOD platform capable of the following functions:</p> <ul style="list-style-type: none"> • Capturing loading data at the central warehouse, to include capture of electronic signatures for dispatch by warehouse manager and receipt by transporter. • Value and quantity of LLINs. • Status updates by drivers. • Delivery instructions to the driver. • Driver's name and plate number for the truck. • Electronic Proof of Delivery capturing at the service point, to include electronic signature of receipt by authorized facility staff, noting the condition of the LLINs and any discrepancies with dispatch information. • Offline capability for periods of poor/no network coverage. • Picture function. <p>The ability to run a parallel documentation system that involves the following:</p> <ul style="list-style-type: none"> • The delivery driver ensures that a delivery note is signed and stamped by the facility representative. The delivery note should capture at a minimum the quantity of LLINs delivered, the facility name, the facility representatives' name and contact details, the truck number plate, the driver's name and contact details, and the time and date of the delivery. • The delivery driver will be required to receive from the facility a Goods Received Note (GRN) that shows the name of the facility, the date, the number of LLINs received, the facility representatives' name and contact details and the facility official stamp. • The GRN will be submitted to Chemonics in PDF format for verification of deliveries of the LLINs to the selected service delivery points if the ePOD system fails. 	30 points

	<p>Standard Operating Procedures: The offeror's standard operating practices which comply with WHO or country standards:</p> <ul style="list-style-type: none"> • Vehicle and equipment maintenance. • Security measures that cover the full range of security issues related to the distribution of products, lives, and property. • In-transit operating procedures. • Routing and re-rerouting procedures. • Incident management and reporting. 	10 points
Total Points – Technical Capacity		80 Points
Performance Capability		
	<p>Past Performance - Successful past performance providing services as requested in the RFP. Please include at least three (3) references from current (past 5-7 years) clients as part of proposal submission (including name, address, representative, phone, and email address). Include any USG or USAID funded, or humanitarian clients if relevant.</p> <p>Successful past performance providing services as requested in the RFP. Relevant factors include:</p> <ul style="list-style-type: none"> • Description of company or organization, including parent company or subsidiaries • Experience and technical ability to implement the scope of work • Experience transporting and handling health commodities per WHO Good Distribution and Storage Practices for Pharmaceutical products. • Percentage of on-time delivery • Number of deliveries per year to municipal and facility levels • Track record of dispatching vehicles quickly 	10 points
	<p>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?</p> <p>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?</p>	10 points
Total Points – Performance Capability		20 points
Total Points		100 points

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics. Chemonics may award a higher priced

offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.10. Negotiations

Best offer proposals are requested. A subcontract will be awarded solely based on 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 or provide further information at any stage of the competitive range. If deemed apt, Chemonics reserves the right to make separate awards per component, multiple awards, or to make no award at all.

I.11. Terms of Subcontract

This is a request for proposals only and does not oblige 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, the offerors certify they understand and agree to all terms and clauses in Section III.

I.12. Privity

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

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

II.1. Background

Chemonics International, Inc. with its consortium partners, implements the U.S. Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) single award indefinite delivery indefinite quantity (IDIQ) contract. The purpose of GHSC-PSM is to ensure an uninterrupted supply of public health commodities. GHSC-PSM fulfills this purpose by purchasing and delivering health commodities, offering comprehensive technical assistance to strengthen national supply chain systems, and providing global supply chain leadership to ensure that lifesaving health supplies reach those most in need. GHSC-PSM delivers health products for the U.S. President’s Emergency Plan for AIDS Relief, the U.S. President’s Malaria Initiative, USAID’s family planning and reproductive health program, and USAID’s maternal, newborn, and child health program.

The winning offeror(s) will provide distribution services for LLINs to three provinces from Lusaka, The distribution level will involve district centers and service delivery points (temperature range no higher than 30°C) transportation services for LLINs in country at intervals, specified by Chemonics, vehicles will be loaded and dispatched from the warehouse to the selected service delivery points (Health facilities) at the district level across three provinces namely , Muchinga, North western and Western provinces...

II.2. Scope of Work

GHSC-PSM will award firm fixed price STOs to IQS-holder(s). The subcontractor will be required to provide distribution services using the most efficient mode of transportation to ensure timely delivery of the LLINs to the select service delivery points.

The subcontractor shall provide the following details regarding their fleet:

- Fleet details stating if fleet is owned or leased, vehicle registration, type of vehicle, capacity (tonnage per vehicle). If the fleet is leased or partly leased, state the name of the lessor, and provide a copy of the document signed between the offeror and lessor.
- Vehicle security and tracking capacity - Provide a description of the technology and process for tracking vehicles and a security plan.
- Provide a list of any standard operating procedures (SOPs) in place and what steps are taken to ensure they are followed.
- The subcontractor shall be required to deploy and use an electronic proof of delivery (ePOD) platform to transmit Proof of Deliveries (PODs) in electronic format in ‘real time.’ For the purposes of this subcontract, ‘real time’ shall be defined as daily submission, with the exception being ePODs that are recorded offline due to lack of network availability, and later uploaded within 24 hours of network being available. The subcontractor shall be required to support all hardware, license, data, and other associated costs for this platform, within the fixed price terms of this subcontract.
- At a minimum, the subcontractors shall propose an electronic Proof of Delivery (ePOD) platform that shall be capable of offering the following functions:
 - Capturing loading data at the central warehouse, to include capture of electronic v c signatures for dispatch by warehouse manager and receipt by transporter.
 - Quantity of LLINs loaded on the truck
 - Driver’s name and plate number for the truck
 - Electronic Proof of Delivery capturing at the service point, to include electronic signature of receipt by authorized facility staff, noting the condition of the LLINs and any discrepancies with dispatch information.
 - Offline capability for periods of poor/no network coverage
 - Picture function

Upon completion of deliveries denoted in the STOs, the subcontractor shall provide the following when invoicing:

- ePOD data capturing dispatch from Lusaka central warehouse to include electronic signatures from the warehouse manager and transporter, value, and quantity of LLINs, and the distribution plan.
- ePOD data capturing receipt at the facility level, to include electronic signature from driver, authorized facility staff, condition of LLINs, and discrepancies.
- Invoices that do not include the requisite ePOD data will not be honored.

The subcontractor will still be required to run a parallel documentation system that involves the following:

- The delivery driver will have to ensure that a delivery note is signed and stamped by the facility representative. The delivery note should capture at a minimum the quantity of LLINs delivered, the facility name, the facility representatives' name and contact details, the truck number plate, the driver's name and contact details, and the time and date of the delivery.
- The delivery driver will be required to receive from the facility a Goods Received Note (GRN) that shows the name of the facility, the date, the number of LLINs received, the facility representatives' name and contact details and the facility official stamp.
- The GRN will be submitted to Chemonics in PDF format for verification of deliveries of the LLINs to the selected service delivery points.

II.2.1 Subcontractor Responsibilities

Each PO issued hereunder will contain the number of LLINs to be delivered, the locations to be delivered to, and the distances to the service delivery points. For proof of delivery (ePODs), the Subcontractor shall use their software to create them. For each PO issued, the Subcontractor shall execute the distribution plan within the stipulated timeframe and complete the following steps and processes:

General

- Confirm that the commodities loaded correspond to the PO quantities, record discrepancies, damage, or other issues shall be noted and reported immediately.
- Deliver all commodities either loose LLINs (or bales for LLINs) or both for ease of handling during transportation and load the correct number of packs/bales as indicated on the distribution plan, if applicable, at the originating warehouse(s). PODs shall reflect quantities of the LLINs being transported to facilitate uniform documentation.
- Adhere to the World Health Organization (WHO) standards for transporting pharmaceuticals and other health commodities, for vehicle and other equipment requirements as these standards are incorporated into the subcontract in annexes: WHO Good Distribution Practices (GDP) for Pharmaceutical and Laboratory Products (WHO Technical Report Series No. TRS 957, 2019, Annex 8), WHO Model Guidance for the storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Technical Report Series No. 961, 2011 Annex 9), Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011), country standards, and consultation provided by GHSC-PSM on relevant quality standards, as applicable. [TRS 1025 - Good storage and distribution practices for medical products](#) (WHO; annex 7;2020)
- At the delivery point, the transporter must offload the correct number of LLINs per facility as indicated on the distribution plan.
- Other health commodities may not be mixed with LLINs.
- GHSC-PSM LLINs may not be in the same vehicle as commodities not included in distribution plans shared by GHSC-PSM.

- Trucks and trailers of trucks to be used for the work may be subject to visual inspection, on an ad-hoc basis as required by Chemonics. Prior to any transportation activity, truck make and model, and trailer plate numbers of equipment to be used and locations parked should be provided.
- Upon request of Chemonics, the Subcontractor shall provide proof of insurance for goods in transit. The subcontractor will be legally and financially responsible for the LLINs during the transportation process and is required to provide insurance against all loss or damage to products.
- Transport pharmaceuticals and other health commodities in such a way so as to ensure that the LLINs cannot be contaminated.
- Manage all transport and logistics functions for designated routes, from point of origin to destination, including provision of appropriate modes of transport necessary for efficient delivery.
- Offload and deliver the correct quantity of LLINs and transfer them to the respective service delivery point, in accordance with the distribution plan, into the identified receiving spaces; transference of custody shall be given to the designated receiving officer upon signing of the POD and ePOD.
- Provide adequate resources to complete all deliveries to required destinations within the stipulated time intervals.
- Provide drivers who possess valid and appropriate driver's licenses. Driver shall comply with a strict "no drinking", "no drug use" policy. Drivers must be sufficiently literate and requisite competency level to manage the LLIN commodity documentation.
- Drivers are responsible for recording and keeping the truck movement log and maintenance schedule.
- Drivers shall take the most direct route while in transit.
- Receive, review, and maintain records of written approval documentation (including approvals given within emails) provided by GHSC-PSM prior to any handling, transportation, or distribution of LLINs.
- Have responsibility for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor's custody. Drivers shall be responsible and accountable for the health commodities from the point they are loaded on the trucks, up to the point they are offloaded and delivered, and shall ensure all the stipulated documentation is completed to demonstrate clear transfer of custody of the LLINs between the truck and the recipient.
- Carefully monitor the distribution and rapidly address any issues that arise, including issues related to accessibility, vehicle breakdown, lagging delivery times, security, issues encountered at receiving facilities, product loss or damage, and any situation that may compel the driver to operate outside the Subcontractor's standard operating procedures. GHSC-PSM shall be notified of changes, concerns, or issues immediately through phone calls and subsequently through email within 24 hours regarding any issue that will hinder distribution. Collaborate with GHSC-PSM to resolve these issues when required; and follow up with relevant incident report and documentation as required within 24-48 hours/a reasonable time frame.
- Always maintain adequate Standard Operating Procedures (SOPs) for all operations and particularly for the operations listed below. If the Subcontractor makes any substantial changes to their SOPs, the Subcontractor shall provide the updated SOPs to Chemonics.
 - a. Order dispatch and delivery
 - b. Training in relation to good distribution practice, regulations, and safety specific to temperature-controlled goods and cold chain
 - c. Security, that covers the full range of security issues related to the distribution of products, lives, and property.
 - d. Disaster recovery plan
 - e. Inventory control
 - f. Loading and unloading
 - g. LLIN packaging, loading and distribution
 - h. LLIN capacity for transportation

- i. Incident management and reporting
- j. Daily operations reporting
- k. Reverse logistics
- l. Vehicles and equipment involved in the distribution process, including:
 - i. Cleaning and pest control,
 - ii. Ensuring the product's identity is maintained
 - iii. Prevention of cross-contamination,
 - iv. Precautions against spillage or breakage,
 - v. Procedures for transportation of hazardous products which can present risks of abuse,
 - vi. Maintenance of vehicle,
 - vii. Fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles),
 - viii. Process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, and theft or misappropriation thereof.

II.2.2 Electronic Proofs of Delivery Requirements

- ePOD system shall include the following:
 - Capturing loading data at the central warehouse, to include capture of electronic signatures for dispatch by warehouse manager and receipt by transporter.
 - Quantity of LLINs loaded on the truck
 - Status updates by drivers
 - Delivery instructions to the driver
 - Time stamps and GPS locations on driver activities
 - Driver's name and plate number for the truck
 - Electronic Proof of Delivery capturing at the service point, to include electronic signature of receipt by authorized facility staff, noting the condition of the LLINs and any discrepancies with dispatch information.
 - Offline capability for periods of poor/no network coverage
 - Picture function

*Hard copies of POD to be scanned in pdf format and emailed to the GHSC-PSM office at [SPDprocurement@ghsc-psm.org].

Distributions

- Distribution plans shall be provided on a routine basis, at the discretion of GHSC-PSM.
- The subcontractor shall be required to begin transporting the health commodities within the specified period of time mentioned in the sub-task orders.

Deliveries shall be made during normal business hours, excluding public holidays

II.2.3 Security and Disaster Recovery

- a. Subcontractor shall ensure and deploy reasonable and cost-effective strategies, actions, processes, and measures to ensure that all commodities being transported are not lost in transit, from the point of pick up until custody is transferred to the designated recipients. These strategies, actions, processes, and measures must be approved by Chemonics and include, but are not limited to the following:
 - i. Planned routes for transit of vehicles are the safest available, based on an assessment of the various options.
 - ii. Vehicles are parked in secure locations after close of business to ensure both commodity and vehicle security.
 - iii. Incidents are investigated.

- b. Subcontractor shall maintain appropriate disaster recovery and security systems to provide continuity of services in case of causes beyond the control and without the fault or negligence of the Subcontractor 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**”). During a Force Majeure Event, Subcontractor and Chemonics shall discuss the continued and uninterrupted provision of services and Chemonics shall consider any request by Subcontractor to alter the performance and deliverable timelines for a limited period, but in no case longer than thirty (30) days. For clarity, the parties agree that a Force Majeure Event shall not excuse performance by the Subcontractor in the orders issued hereunder.
- c. Immediately upon occurrence of any Force Majeure Event, the Subcontractor shall implement the alternate performance deliverable timelines and, unless the parties agree otherwise, make best efforts to recover data and resume operations within forty-eight (48) hours thereafter.
- d. Should the Subcontractor suffer a Force Majeure Event, the Subcontractor shall use all reasonable efforts to ensure the continuity of services. If after implementation of an approved alternate delivery timetable, the Force Majeure Event prevents the Subcontractor 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 C.6.

II.3 Chemonics Responsibilities

- GHSC-PSM will provide distribution plans two (2) days before the distribution begins (See Annex 12 for sample) by district and by health facility containing the quantities in readiness for commencement of distribution.
- GHSC-PSM will provide an updated list of service delivery points per province prior to the commencement of a distribution. Depending on the directives of the USG and/or the needs of supported implementing partners, the location and number of the facilities may vary.

II.4 Deliverables

The subcontractor will issue an invoice with corresponding deliverables to GHSC-PSM point of contact for each sub task order. The invoice must include the sub task order, the allotment plan and all the ePODS fully signed.

II.4.1 Deliverables Descriptions

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4.2 below.

Deliverable No. 1: Electronic Proof of Delivery (ePODs)

The subcontractor shall provide electronic PODs and scanned PODs, at the latest 48 hours after completing the distribution, and store the original hard copies for the duration of the subcontract. The ePODs and scanned hardcopies (where the ePOD is not available) will be submitted with the invoice.

II.4.2 Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1	ePODs	Electronic/Scanned: Two (2) business days after completion of distribution per PO.

*Deliverable numbers and names refer to those fully described in II.4.1 above.

II.5. Reporting

The successful offeror shall deliver to Chemonics the following reports in II.5.1, in accordance with the schedule set forth in II.5.2 below, to facilitate communication and management of activities and general management of the subcontract.

II.5.1 Reporting Descriptions

Report No. 1: Dispatch notification

The subcontractor shall notify Chemonics by email as the truck is being dispatched with details showing when the truck was positioned at the warehouse and when the truck was loaded, the email should contain the following details: The truck makes, model, license plate numbers, and trailer plate numbers. The email should also include the driver's name and contact details.

Report No. 2: Issues and Incidents

After informing GHSC-PSM through a phone call, the Subcontractor shall provide written notification through email of any issues or incidents that might hinder distribution in accordance with the scope of work. The Subcontractor shall include in the email the date, location, vehicle number(s) of trucks affected, description of issue, and additional actions to be taken. The Subcontractor shall document the issue or incident through resolution and provide all documentation, incident reports, and updates to GHSC-PSM.

II.5.2 Reporting Schedule

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

Report Number	Report Name	Due Date
1	Dispatch notification	Email prior to any transportation activity
2	Issues and Incidents	Inform Chemonics in writing within 24 hours of the issue/incident. Continue to provide updates until resolution.

*Reporting numbers and names refer to those fully described in II.5.1 above.

KPIs

KPI On Time Delivery

Objective	To measure conformance of the number of deliveries successfully made to service delivery points (SDPs), also called health facilities scheduled to be serviced within the stipulated timeframe in the distribution plan.
Measure	Percentage of deliveries that are made on time to SDPs scheduled to be serviced in a distribution cycle
Numerator	Number of on time deliveries made in full to SDPs scheduled to be serviced in a distribution cycle
Denominator	Total number of deliveries made in full to SDPs scheduled to be serviced in a distribution cycle.
Data Sources	Vehicle logs, Distribution schedules, Invoices, or proof of delivery (without unexplained endorsements / corrections) indicating dispatch and receipt dates
Data requirements	Schedule of desired delivery dates, Actual receipt dates according to requisition and issue, Total number of shipments during specified period
Target (%)	99.9%
Definition	[Number of completed deliveries/drop off points within the agreed-upon timeline]/ [Total quantity of products delivered per distribution cycle]. The deliveries are counted per health facility not the number of proof of deliveries as some health facilities may have more than one proof of delivery depending on the product type. For example, if there are 1,000 customer health facility deliveries within a distribution cycle and 990 of these are successfully delivered to the customer health facilities within the timeframe, then the level of attainment shall be 99% for that cycle. Example: $990/1,000*100 = 99\%$

KPI Submission of Proof of Deliveries (ePODs) / Proof of delivery	
Objective	To measure the timeliness of submission of signed ePODs after completion of each delivery cycle for last mile distribution
Measure	Percentage of submission of ePODs completed and signed within agreed timeframe e.g. (48 hrs.) on the completion of a cycle
Numerator	Actual number of ePODs (without unexplained endorsements /corrections) completed, signed, and submitted within (48hrs) on the completion of all drop offs
Denominator	Expected number of ePODs (without unexplained endorsements/corrections) completed, signed, and submitted at the completion of each trip
Data Sources	ePODs, POD Log
Data requirements	Delivery schedule, date of last delivery, date of receipt of ePODs (working days and hours to be considered)
Target (%)	99.9%
Definition	[Actual number of ePODs (without unexplained endorsements /corrections) completed, signed, and submitted within (xx hrs.) on the completion of all drop offs] / [Total number of ePODs submitted to the project per distribution cycle]. For instance, if 1,000 ePODs are expected at the end of the distribution cycle and 990 completed and signed ePODs (without unexplained mutilations/ corrections) are returned to GHSC-PSM hardcopy or electronically within agreed schedule (xx hrs.), 99% attainment of KPI will be recorded.

KPI Delivery Accuracy

Objective	To measure the number of correct, drop off points receiving the correct quantity of product
Measure	Variance between the overall quantity of product ordered for distribution and the actual quantity delivered to the correct drop off points
Numerator:	[Number of correct drop off points receiving the correct quantity of product]
Denominator:	[Total number of drop off points as per the distribution plan]
Data Sources:	Distribution plans, PODs
Data Requirements	Number of correct drop off points receiving the correct quantity of product, Total number of drop off points per the distribution plan
Target (%)	100%
Definition	[Number of correct drop off points receiving the correct quantity of product] / [Total number of drop off points as per the distribution plan] *100

KPI Product Loss (e.g., damage, theft, missing) In – Transit	
Objective	To measure the conformance of stock (value) delivered to services delivery points in acceptable quality versus the total stock(value) dispatched.
Measure	Percentage of value (\$) of products written off because of damage/loss whilst in the custody of 3PL (SP) in the specific distribution cycle
Numerator	Value (in USD) of products written off because of damage/loss whilst in the custody of 3PL(SP) in the specific distributing cycle
Denominator	Total cost (in USD) of throughput in the specific distributing cycle
Data Sources	Visual inspection of products at originating and receiving facility, distribution schedules, endorsement on the POD
Data requirements	Number of deliveries arriving without damage to product or packaging, Total number of deliveries during specified period
Target (%)	1%
Definition	For example, if the landed value of loss/damages/negative Product Variances is US\$1,000 and the landed cost value of throughput for that distribution cycle is US\$100,000 then the level of attainment shall be 99% Example: $1,000/\$100,000 * 100 = 1\%$ product loss.

Section III. Indefinite Quantity Subcontract (Terms and Clauses)

Should Chemonics award an IQS to one or more successful offeror(s), the following terms and conditions of the attached draft Indefinite Quantity Subcontract (IQS) will apply and govern the contractual relationship(s) between Chemonics and the successful offeror(s). Chemonics, at its own discretion, reserves the right to modify these terms at any time during the IQS period of performance.

Section B. Subcontract Type and Orders

B.1 Subcontract Type

(a) This is an Indefinite Quantity Subcontract (IQS) with sub task orders to be priced utilizing firm fixed prices for services and deliverables. These orders will be issued as the need arises. The quantities of supplies and services specified under this subcontract are estimates only and are not purchased by this subcontract.

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the services specified in the SOW of this subcontract in accordance with B.3 Minimum Obligated Amount and B.4 Maximum Ordering Amount.

(c) There is no limit on the number of orders that may be issued. Chemonics may issue orders requiring delivery to multiple destinations or performance at multiple locations.

B.2 Sub-Task Order Prices

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

"TO BE COMPLETED BASED ON NEGOTIATED PROPOSAL"

B.3 Minimum Obligated Amount

This subcontract includes an initial obligation of funds in the amount of \$200 [or remove the \$200 and insert an alternative minimum order guarantee here, not to exceed \$500] to cover the minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. This minimum order guarantee and initial obligation shall be met through the first sub-task order placed hereunder. Individual sub-task orders will obligate funds to cover the work required under each sub-task order.

B.4 Maximum Ordering Limitation

Maximum Ordering Limitation. This subcontract includes a ceiling price in the amount of [Insert the anticipated IQS ceiling price here. Needs to match what is in the front page]. All sub-task orders issued under this subcontract shall not exceed the subcontract total ceiling amount and the Subcontractor shall not be paid any amount in excess of the subcontract's ceiling price without advance, written approval of Chemonics.

Section C. Ordering Procedures**C.1. Ordering – General**

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

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

(c) Orders must be issued through written communication by the **Country Director** or his/her designee.

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

C.2. Sub Task Orders (STOs) Contents

Each STO shall specify at a minimum the following sections:

- A.1 Background;
- A.2 Statement of Work
- A.3 Deliverables and Deliverables Schedule;
- A.4 Technical Directions;
- A.5 Term of Performance of the Sub Task Order;
- A.6 Contract Type;
- A.7 Firm Fixed Prices;
- A.8 Other Clauses as may be required for Specific Orders (e.g., Key Personnel)

C.3. Ordering Procedure

As the need for the Subcontractor's services and expertise arise in the course of the project, the Chemonics authorized representative, Deogratus Kimera, or his/her designee shall:

- (a) Issue a Sub-Task Order at least two (2) days before the commencement of a delivery.
- (b) The Subcontractor shall confirm the distribution plan/delivery order one (1) day before the expected date of the distribution.

C.4. Performance of Orders

(a) Upon notification of an order, the Subcontractor shall commence work.

(b) After a fixed price STO is issued, neither Chemonics nor the Subcontractor may alter it without a formal bilateral modification to the order.

(c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the order unless modified based on documented and verified fixed unit rates as approved during the distribution by the authorized Chemonics representative.

(d) In the event of a wrong delivery due to an error by the Subcontractor, the Subcontractor shall be responsible for the cost of retrieval and delivery to the appropriate location. In the event of wrong delivery due to mislabeling at the fault of Chemonics and as authorized by the GHSC-PSM representative, the Subcontractor shall retrieve the product and deliver it to the appropriate destination. In such cases, the order shall be modified to reflect the additional cost based on the agreed upon fixed unit rates.

(e) The Subcontractor is responsible for the safe and secure transportation, storage, and handling of the health commodities during each distribution cycle in the orders issued hereunder. The Subcontractor shall maintain all standard operations procedures and meet the necessary requirements as included herein to complete the deliverables and scope of work.

(f) Strict adherence to the distribution plan(s)/delivery order(s) and vehicle specifications outlined in Section A.2 are material conditions of any order issued hereunder. The Subcontractor shall deliver the accurate quantity of commodities in the appropriate vehicles on the dates specified to the designated health facilities and shall offload into identified storage spaces. If the Subcontractor is unable to comply with a distribution plan/delivery order and/or corresponding vehicle requirements, they shall immediately notify the designated GHSC-PSM representative for instructions on how to proceed, providing the details and causes of the difficulty in complying and mitigating actions taken, if any. Such notice will not reduce or limit any of Chemonics' rights or remedies arising out of the Subcontractor's noncompliance.

If the Subcontractor is granted clearance to proceed with an alternate distribution plan/delivery order and/or vehicle(s), clearance will be provided by the GHSC-PSM representative in writing.

(g) Distributions under each order shall be monitored carefully and the Subcontractor shall rapidly address any issues that arise, including but not limited to vehicle breakdown, lagging delivery times, or security. Should any issues arise, Subcontractor shall immediately notify the designated Chemonics representative with proposed mitigation/management measures.

(h) In the event that the Subcontractor fails to notify Chemonics of any issues, if they are unable to comply with the distribution plan/delivery order and/or vehicle requirements, or if they proceed without being granted clearance for an alternate plan and/or vehicle(s), the Subcontractor shall not be paid for those specified deliveries. Furthermore, Chemonics shall have the right to summary termination of the fixed price order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service) referenced in Section C.6., Changes, Termination and Stop Work, and incorporated by reference in Section CC herein.

C.5. Ordering Limitations

All orders statements of work and performance periods shall be within the scope of work and effective period of this indefinite quantity subcontract.

C.6. Changes, Termination and Stop Work

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

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

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

Section D. Reporting and Technical Direction

(a) Only the Chemonics authorized signatory may make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each order, under the general technical direction of the Chemonics authorized representative, or his/her designee as indicated in each order. The Chemonics authorized representative or his/her designee will be responsible for monitoring the Subcontractor's performance under this subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The Chemonics authorized representative or his/her designee, unless otherwise specified in a purchase order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

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

Section E. Period of Performance

(a) The effective date of this subcontract is {insert start date} and the completion date is {insert end date}.

(b) The Subcontractor shall conduct the services and deliver the deliverables set forth in each order in accordance with the order schedule.

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

Section F. Invoicing and Payment

Upon the GHSC-PSM authorized representatives, as identified above or in the order, acceptance of the contract deliverables described in each fixed price purchase order, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of Chemonics authorized representative and shall include the following information: a) subcontract number, b)

deliverables delivered and accepted as well as copies of all reports and required documentation c) total amount due; and d) payment information corresponding to the authorized account listed in below.

Payment Account Information

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

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

Bank name: (INSERT Subcontractor's bank name)

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

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

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's valid invoice. Invoicing shall be made in (choose either US dollars or Zambian Kwacha), paid to the account specified above.

Section G. Branding Policy and Reporting Requirements

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

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

Section H. Authorized geographic code [AIDAR 725.702]; Source and Nationality Requirement [AIDAR 752.225-70 (FEB 2012) as altered]

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

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,

- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

Section I. Intellectual Property Rights

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

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

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

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

Section J. Insurance

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

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

1) Goods In Transit

The Subcontractor shall maintain an insurance policy covering Goods in Transit (GIT) for full replacement value of commodities being transported for the duration of the activity. Upon request, the proof of insurance shall be submitted at award prior to commencement of the activity. The GIT shall meet the following requirements:

- a. Coverage: All risks including Accidental damage, Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable.
- b. Product insured: all commodities transported under the subcontract

2) Commercial General Liability

Commercial general liability insurance with a combined bodily injury and property damage limit of not less than \$1,000,000 per event (other than goods/products) which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury.

3) Workers Compensation

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

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JULY 2014) [Updated by AAPD 05-05 — 02/12/04]

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

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

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

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

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

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

(b)(4) Contractors must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. **Website.** There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is:

<https://www.starr.com/Insurance/Casualty/Defense-Base-Act/USAID---Defense-Base-Act>

2. **Email.** An application form can be emailed to: USAID@marshmma.com

3. **Additional Contacts.** Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and questions regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) tyler.hlawati@Starrcompanies.com Telephone: 646-227-6556
- Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780
- Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513
- Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). 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.

Before starting work, the offeror must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

4) Auto/Vehicle Insurance

Comprehensive liability insurance for vehicles or other equipment operated, owned or leased by the Subcontractor for the provision of services in accordance with the applicable laws of **COUNTRY**.

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.

Section K. Liability for Lost or Damaged Commodities

1. In performing the distribution services pursuant to this agreement, the Subcontractor shall be liable for any lost or damaged goods under the Subcontractor's care, custody or control.
2. To the extent the Subcontractor uses any auxiliary employees or subcontractors, or other persons, to perform the services, the Subcontractor shall assume full responsibility and liability pursuant to this agreement for the acts and omissions of such persons as if they were the Subcontractor's own acts and omissions.
3. **Notice of Loss or Damage.** The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor's SOPs while the goods are in Subcontractor's care, until the goods are transferred to Chemonics' identified recipient. The Subcontractor will notify Chemonics in writing of any loss of damage to the goods handled by Subcontractor promptly after discovery of same, and in no case more than forty-eight (48) hours after confirmation of loss or damage.
4. **Valuation:** Liability for cargo loss or damage to Chemonics' goods shall be calculated based on cost of commodities plus freight and insurance plus 10% for all commodities being transported for the duration of the subcontract.
5. **Beneficiary or Loss Payee:** Subcontractor shall be responsible for payment as direct reimbursement to Chemonics within 60 days of loss or damage, unless otherwise agreed in writing by both parties.

Section L. Indemnity

Subcontractor shall defend, indemnify and hold harmless Chemonics, subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees and Chemonics/GHSC-PSM's Customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**"), whether or not involving a third party claim, arising out of or related to this Subcontract, in each case whether or not caused by the negligence of Chemonics or any other Indemnified Party and whether or not the relevant Claim has merit. Subcontractor shall not enter into any settlement without Chemonics/GHSC-PSM's or Indemnitee's prior written consent.

Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability for which Chemonics is indemnified hereunder.

Section M. Compliance with Applicable Laws and Regulations

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

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

Section N. Privity of Contract and Communications

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

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

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

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

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

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government’s Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

Section P. Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor

Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

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

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

or punitive damages including, without limitation, loss of revenue or profits, loss of production, loss or denial of opportunity or use, loss of market, loss of goodwill, loss of reputation, or damage to credit rating.

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

Section Q. Set-Off Clause

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

Section R. Assignment and Delegation

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

Section S. Organizational and Conflicts of Interest

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

Section T. Gratuities and Anti-Kickback

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

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

Section U. Terrorist Financing Prohibition/Executive Order 13224

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

Section V. Restrictions on Certain Foreign Purchase (FAR 52.225-13)

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, and North Korea are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. It is the Subcontractor's responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

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

Section W. Compliance with U.S. Export Laws

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

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

Section X. Compliance with U.S. Anti-Corruption Regulations

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

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

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

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

Section Y. Subcontractor Performance Standards

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

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

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

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

(d) Should Chemonics determine nonadherence to performance standards and/or contract provisions outlined herein, the Subcontractor will be notified in writing of the actions or performance measures that need improvement. Chemonics may request a formal written plan (Corrective Action Plan) to correct the contract compliance or performance issues that have impacted the provision of quality services. Failure to submit a plan within the requested timeline will be considered nonperformance and subject to paragraph (b) above.

(e) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract against monthly key performance indicators ("KPI"). KPIs will be used as a basis for continuous improvement efforts by the Subcontractor. Regular performance reviews will be held between the Subcontractor and Chemonics/GHSC-PSM. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts and to inform performance improvement. If the Subcontractor fails to meet any KPI, the timelines for addressing the deficiency as agreed within the corrective action plan will take effect. The Subcontractor will provide the Chemonics designated GHSC-PSM project representative in the timeline requested, a proposed action plan setting forth the actions the Subcontractor will take in order to promptly comply with all KPIs. The KPIs are listed in Annex 5.

"ADD KPIs INCLUDED IN THE RFP AND ANY ADDITIONAL AS REQUIRED"

Section Z. Subcontractor Employee Whistleblower Rights

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

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

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

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

(a) Public Availability of Information.

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

b) Subcontractor's Responsibility to Report Identifying Data.

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

(c) Impracticality of Registration.

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

(d) Remedy.

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

Section BB. SECURITY

(a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) Access to Chemonics' Facilities – Security Requirements

Subcontractor's access to property under Chemonics' control is subject to compliance with Chemonics' security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to Chemonics' facilities. When present on Chemonics' property, or when Chemonics is providing transportation, the Subcontractor agrees that its employees will comply with Chemonics' security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to

activities relating to the Subcontract (“Security Threats”). Security Threats must be reported to Chemonics Chief of Party or his/her designee.

The Subcontractor shall promptly report as “Security Incidents” any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

Section CC. Miscellaneous

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

- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

DD.1 Incorporation of FAR and AIDAR Clauses

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

DD.2 Government Subcontract

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

DD.3 Notes

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

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Contract.

DD.4 Modifications Required by Prime Contract

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

DD.5 Provisions Incorporated by Reference

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

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

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

Clause Number	Title	Date*	Notes and Applicability
52.202-1	DEFINITIONS	NOV 2013	All subcontracts regardless of value
52.203-3	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than the simplified acquisition threshold
52.204-06	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000

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

Clause Number	Title	Date*	Notes and Applicability
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
52.216-7	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
52.216-8	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.216-10	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
52.216-11	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.216-18	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-19	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)

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

Clause Number	Title	Date*	Notes and Applicability
52.222-50	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
52.225-1	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
52.227-9	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
52.227-14	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
52.228-9	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or

Clause Number	Title	Date*	Notes and Applicability
			Chemionics." Delete paragraph (b) of the clause.
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemionics." Delete paragraph (b) of the clause.
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
52.230-5	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemionics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
52.232-20	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.232-22	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemionics receives accelerated payments under the prime contract. (Note 1 applies.)
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemionics' client has directed Chemionics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemionics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemionics".
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
52.237-9	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.

Clause Number	Title	Date*	Notes and Applicability
52.242-15	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
52.243-2	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.
52.245-1	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-6	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
52.249-8	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR	Applies to all Fixed Price Subcontracts.

Clause Number	Title	Date*	Notes and Applicability
		1984	
52.249-14	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.

Clause Number	Title	Date*	Notes and Applicability
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTI ALLY REVIS ED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
AAPD 08-01	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

Section EE. Sub-Task Order Template

The following template (Sections A.1 through A.8) shall be used to order transportation/distribution services and related deliverables under the IQS. Chemonics reserves the right to modify this template as needed to accommodate pricing and other considerations as may be needed.

1. Issued by:	2. Issued to:
Chemonics International Inc. (Insert Chemonics' address) (Insert City, State Zip code)	[Insert Name of Subcontractor]
3. Indefinite Quantity Subcontract (IQS) Number:	[Insert IQS No.]
4. Sub-Task Order Number:	[Insert Sub-TO No]
5. Prime Contract and Task Order Number:	[Insert Prime TO No.]
6. Sub-Task Order Contents	
A.1 BACKGROUND A.2 STATEMENT OF WORK A.3 DELIVERABLES, DELIVERABLES SCHEDULE AND REPORTING A.4 TECHNICAL DIRECTIONS A.5 TERM OF PERFORMANCE A.6 CONTRACT TYPE A.7 FIRM FIXED PRICES A.8 ADDITIONAL CLAUSES	
The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.	
Name:	Name:
Title:	Title:
[Insert name of Subcontractor]	Chemonics International Inc.
By (signature)	By (signature)
Date:	Date:

A.1 BACKGROUND

(Insert background/contextual information on the project making sure to tailor information to what the sub needs to know to perform work. This section should describe the overarching goals of the prime contract and/or component or program)

A.2 STATEMENT OF WORK

(Insert statement of work for the Subcontractor specifically, and show how the subcontractor's work ties back to the prime contract's objectives)

A.3 DELIVERABLES, DELIVERABLES SCHEDULE AND REPORTING

a) The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6 and shall **insert any language, page, or formatting requirements if applicable.**

Deliverable No. 1: Deliverable Name **TBD**

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

Deliverable No. 2: Deliverable Name **TBD**

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

b) Deliverables Schedule

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

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	TBD	TBD
2	TBD	TBD

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

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

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

c) Reporting

The successful offeror shall deliver to Chemonics the following reports in A.3 c), in accordance with the schedule set forth in A.3 d) below, to facilitate communication and management of activities and general management of the subcontract.

Reporting Descriptions

Report No. 1: Truck Information

The subcontractor shall provide, 24 hours before a distribution begins, an Excel spreadsheet with the truck make & model and license plate numbers, and trailer plate numbers of equipment to be used and locations parked in response to the distribution plan provided by GHSC-PSM.

Report No. 2: Daily Activity Updates

The subcontractor shall provide daily activity updates covering the delivery status for all service delivery points (SDP) in the distribution plan. The daily update must be in MS Excel compatible document, be broken down by SDP, and include for each SDP: health facility name, planned date of delivery, actual date of delivery, quantity delivered, and remarks for any delivery not executed according to plan.

Report No. 3: In-Transit Tracking Summary

The subcontractor shall provide, at the end of each distribution cycle, a summary of routes taken. The summary shall be by vehicle number and include total km for each route; the km between drop points in a route (if applicable); date and time of arrival to drop point(s) and final destination; address of origin, drop points, and destination; and a map of the route. The subcontractor shall provide the vehicle movement logs for each vehicle used during the distribution.

Report No. 4: Issues and Incidents

After informing GHSC-PSM through a phone call, the Subcontractor shall provide written notification through email of any issues or incidents that might hinder distribution in accordance with the scope of work. The Subcontractor shall include in the email the date, location, vehicle number(s) of trucks affected, description of issue, and additional actions to be taken. The Subcontractor shall document the issue or incident through resolution and provide all documentation, incidents reports, and updates to GHSC-PSM.

d) Reporting Schedule

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

Report Number	Report Name	Due Date
1	Truck Information	24 hours prior to any transportation activity
2	Daily Activity Updates	Daily during each approved distribution of commodities for Chemonics
3	In-Transit Tracking Summary	24 hours after the completion of the distribution cycle or upon request
4	Issues and Incidents	Inform Chemonics in writing within 24 hours of the issue/incident. Continue to provide updates until resolution.

*Reporting numbers and names refer to those fully described in II.5.1 above.

A.4 TECHNICAL DIRECTIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Sections A.2 and A.3, above, under the general technical direction of the (specify name and title -- usually COP or other project technical leader), or his/her designee. The (specify name and title -- usually COP or other project technical leader), or his/her designee will be responsible for monitoring the Subcontractor's performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price sub-task order.

A.5 TERM OF PERFORMANCE

- a) The period of performance for this sub-task order is from (insert start date) to (insert end date). The Subcontractor shall deliver the deliverables set forth in Section A.3 in accordance with the Statement of Work in Section A.2 to the (designate receiving person) in accordance with the schedule stipulated therein.
- b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

A.6 CONTRACT TYPE

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

A.7 FIRM FIXED PRICE

- a) As consideration for the delivery of all of the products and/or services stipulated in Section A.2 and A.3, Chemonics will pay the Subcontractor a total of [Insert STO total price. If the governing IQS is denominated in local currency, be sure to use local currency here as well]. This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.5, Period of Performance. (Include the following language only if Chemonics will make more than one payment.) Chemonics will pay the total price through a series of installment payments. Chemonics will pay the total price of each deliverable upon the Subcontractor's successful completion and delivery of each deliverable. Chemonics will make each payment subject to Section A.7(c), below, after Subcontractor's completion of the corresponding deliverable indicated in the following table:

*Deliverable Line items above refer to those fully described in Section A.3 a. and b., above.

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$XX,XXX	1. (Deliverable No. 1 Name)
2. \$YY,YYY	2. (Deliverable No. 1 Name)

- b) Upon [Insert name of responsible person on your project who is tasked with inspecting and accepting the subcontractor's deliverables] acceptance of the contract deliverables described in Section A.2 Statement of Work, and A.3 Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program—Procurement and Supply Management project for payment. The invoice shall be sent to the attention of [Insert name and title of person who will receive invoices] and shall include the following information: a) subcontract number, b)

deliverables delivered and accepted, c) total amount due, per Section A.7(a) above; and d) payment information corresponding to the authorized account listed in A.7(c), below. Payment will be made according to the terms described in the ordering Subcontract.

- c) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:
1. Account name: (INSERT Account name provided by the Subcontractor)
 2. Bank name: (INSERT Subcontractor's bank name)
 3. Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
 4. Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

A.8 ADDITIONAL CLAUSES

Section FF. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire and Certification For Subcontracts and Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts

Subcontractor Name:

Subcontract Number:

Subcontract Start Date:

Subcontract Value:

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

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

Yes No

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

(i) **Subcontractor UEI Number:**

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

Yes No

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

___Yes ___No

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

___Yes ___No

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

1. Name: _____
Amount: _____
2. Name: _____
Amount: _____
3. Name: _____
Amount: _____
4. Name: _____
Amount: _____
5. Name: _____
Amount: _____

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

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

(1) *Salary and bonus.*

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

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

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

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

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

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

Section GG. Representations and Certifications

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

[End of Subcontract]

Annex 1 Cover Letter

[Offeror: Insert date]

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

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

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

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

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

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

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

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

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

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

Sincerely yours,

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

Annex 2 Guide to Creating Cost Proposal and Establishing Prices

This annex does not replace or supersede the guidance provided under **Section I.4.B.3**. Rather, it provides additional guidance to aid offerors in developing their cost proposals. Chemonics has requested that offerors prepare and submit cost proposals showing their prices according to Table 1 to receive consideration. Chemonics recommends the following broad steps to aid the offerors in preparing their table of prices. Offerors, at their own discretion, may follow these steps in order to first understand their organizational costs, and then develop a table of prices as requested below:

Step 1: Read the Scope of Work as provided under **Section II.2**

Step 2: Design a technical proposal in response to the requirements requested in the Scope of Work under **Section II.2** of this RFP. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs and services as described in this RFP, specifically in Section II.

Step 3: Determine the basic costs associated with performing the work and preparing each deliverable and report requested, and then develop a detailed budget that captures all such costs in the offeror's own budget template.

Step 4: Translate the offeror's own budget into a table of prices, similar to Table 1 provided below. Offerors should propose their best prices in the requested format – per route, per type of truck used. Where pricing differs by commodity transportation type (ambient, pharmaceutical, cold chain, or long-lasting insecticide nets (LLIN) distributions) offeror should provide a separate table for price breakdown by commodity transportation type, as well as delineate any discounts or sliding scale for large volumes of distribution or mass campaigns of the same. The offeror is required to submit only the price table showing its best prices, not a detailed budget. A deviation from the quotation template may only be provided in addition to the requested pricing table; the deviation quotation template must provide a complete and transparent breakdown of costs, include unit and total pricing that matches the required price table, and be submitted with sufficient and appropriate justification in an accompanying memo.

Step 5: Write Cost Notes. Offerors should prepare cost notes to identify what specific types of costs are included in its proposed prices (for example, for each tier, the offer should specify if insurance, fuel, maintenance, labor, are included). The offeror is required to submit costs notes.

Price Table

Offerors must prepare and propose fixed ceiling prices for LLIN transportation using Annex 15 (in the same format) provided in response to the technical and cost requirements of this RFP.

Annex 3 Required Certifications

Offerors are required to complete and submit the attached representations and certifications with their proposals.

Annex 4 Past Performance Template

The following table must be completed and included in the Technical Volume. Include at least 3 projects that best illustrate experience relevant to this RFP or similar activities. Included projects must have been completed within the past 3 years.

#	Client Name, Address/Location, Telephone Number, Email	Contract or Purchase Order Number	Description of Activities or Work	Date of Work	Cost in (ZMK)
1					
2					
3					

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

Annex 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 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
- Trade style, 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 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 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 Vehicle Verification Checklist

Annex 7 World Health Organization (WHO) Good storage and Distribution Practices (May 2019) Draft for Comments, working document QAS19.793

Annex 8 World Health Organization (WHO). 8 TRS 1025 - Good storage and distribution practices for medical products (June 2020)

Annex 9 WHO Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products

Annex 10 Guidance for loading a truck

Annex 11 WHO Technical supplements to Model Guidance for the storage and transport of time- and temperature sensitive pharmaceutical products

Annex 12 Sample Proof of Delivery

Annex 13 Key Performance Indicators

Annex 14 Sample Task Order

Annex 15 Sample Standard Distance Agreement for Eastern province