

INDEFINITE QUANTITY SUBCONTRACT

Between

Chemonics International Inc.
2/D/27/488a Leopards Hill Road
Lusaka, Zambia

And

Zambia Medicines and Medical Supplies Agency
6446 Mukwa Road
Industrial Area
Lusaka, Zambia

(as incorporated under the laws of the Government of the Republic of Zambia)
Hereinafter referred to as ZAMMSA

And

(add subcontractor name and address here)

Hereinafter referred to as Subcontractor

for

USAID Program for Advancing Supply Chain Outcomes (PASCO)
USAID Prime Contract Number 72061123C00001

Subcontract number: *(insert Subcontract Number here)*

Start Date: **XX, 20XX**

End Date: **XX, 20XX**

IQS Ceiling: TBD (Maximum aggregate value of all orders awarded)

ISSUED BY:

Chemonics International Inc.

ISSUED TO:

[Insert subcontractor name and address]

Subcontractor Tax ID Number: **[insert Subcontractor Employee Identification Number (EIN) or local tax reference number as applicable]**

Subcontractor UEI Number:

[insert Subcontractor UEI for awards valued at \$30,000 USD or higher unless exempted.]

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- Annex 1. World Health Organization (WHO) Good Storage and Distribution Practices (May 2019) Draft for Comments, working document QAS19.793
- Annex 2. Guidance for Loading a Truck
- Annex 3. WHO Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products
- Annex 4. WHO Technical Supplements to Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products
- Annex 5. Key Performance Indicators
- Annex 6. ZAMRA Guidelines on Good Distribution Practices

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for consideration stated herein. The rights and obligations of the parties to this indefinite quantity subcontract and any orders issued hereunder shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For: Chemonics International, Inc
Agency
By:

For: Zambia Medicines and Medical Supplies
By:

{name}
{title of officer}
Date Signed:
Place Signed:

{name}
{title of officer}
Date Signed:
Place Signed:

For: { Subcontractor's name}
By:

{name}
{title of officer}

Date Signed:
Place Signed:

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

Section A. Background, Scope of Work, Deliverables

A.1. Background

This Indefinite Quantity Subcontract (Subcontract) is made by and between Chemonics International Inc. (Chemonics), the Zambia Medicines and Medical Supplies Agency (ZAMMSA), and [insert subcontractor name] [insert subcontractor acronym]. Chemonics is the lead contractor awarded the USAID Program for Advancing Supply Chain Outcomes (PASCO), with USAID Contract Number 72061123C00001.

The PASCO activity is a commodity distribution program with the ultimate goal to create sustainable access to safe, effective, quality-assured, affordable lifesaving health commodities by strengthening capacity of transportation and distribution systems through supplemental outsourced distribution services. Under the leadership of USAID, and in consultation with ZAMMSA, the activity provides fourth party logistics (4PL) services which include, but are not limited to, distribution and transportation management.

A.2. Scope of Work

Chemonics implements the USAID PASCO project and, in coordination with ZAMMSA, will be responsible for facilitating the distribution of pharmaceutical cold chain, pharmaceutical grade, and/or ambient health commodities to targeted service delivery points (to include ZAMMSA hubs, district health offices, and health facilities) in Zambia on behalf of USAID.

This subcontract represents and comprises Chemonics', ZAMMSA's, and the Subcontractor's complete agreement with respect to providing the distribution services described below. This Scope of Work, prices and all provisions, terms and conditions herein equally apply to the Subcontractor's performance of the services in any of the orders issued hereunder.

This Subcontract serves as a mechanism through which Chemonics procures third party logistics (3PL) in-country distribution services of public health commodities for the following zone/s:

Zone #	Origin / Point of Dispatch	Destination / Recipient
XXX	XXX	XXX

While deliveries will focus on the above zone/s of operations, ZAMMSA, Chemonics, and the vendor may agree on alternate points of origin and dispatch within Zambia and shall document such agreements via a signed purchase order indicating the alternate point of origin. All other terms and conditions of this IQS shall apply in these instances.

Deliveries in this IQS shall be of two types: (i) single vehicle, dispatched to a single delivery point and (ii) multi-drop routes, as stipulated in distribution loading plans that will accompany a PO. Each PO will have a distribution plan which will include names of facilities and their respective order numbers. Categories of public health commodities to be transported under this IQS fall under the following health areas:

- HIV/AIDS
- Malaria
- Family Planning / Reproductive Health
- Maternal Child Health / Essential Medicines
- Health facility equipment, which should be segregated from pharmaceutical commodities as per WHO/Zambia Medicines Regulatory Authority (ZAMRA) standards.
- Note that distribution of equipment or commodities intended to be used for the purpose of inducing abortions as a method of family planning is not authorized under this agreement.

The Subcontractor shall report on performance as required in reports and deliverables and for the key performance indicators in Section Y and order performance requirements included in Section C.4. The Subcontractor shall take all direction and instructions as pertains to the commodities from the designated PASCO and ZAMMSA representatives, and in accordance with this Subcontract.

The Subcontractor shall provide the staffing and coordination services related to all requirements and requests under this agreement. The Subcontractor shall act as a service provider and does not acquire ownership in respect of the goods distributed.

Sub-headings within this Scope of Work are for organizational purposes only.

"Additional Content may be developed based on the successful Offeror's proposal and Section II of the RFP."

A.2.i Subcontractor Responsibilities

Each PO issued where applicable will contain a distribution plan which identifies the volume to be delivered, the locations to be delivered to, order details, and order numbers. There will be a trip register for each destination specifying the number of pallets or cartons to be delivered. For proofs of delivery (PODs), an unsigned POD will be printed by the dispatching warehouse for each delivery, and if utilizing electronic PODs, the Subcontractor shall also use the prescribed applications and equipment (see A.2.iii Proofs of Delivery Requirements for additional detail).

For each PO issued, the Subcontractor shall execute the distribution plan within the stipulated timeframe and complete the following steps and processes:

General

- The Subcontractor will receive from the PASCO project an approved PO(s) before the commencement of any delivery. Following the approval of a PO, the Subcontractor must be able to position the requested delivery vehicles within at least 48 business hours following the issuance of a pre-alert. Positioned vehicles must have either a sufficient amount of fuel to undertake the requested deliveries, or a full tank.
- If reverse logistics needs are identified prior to dispatch, the reverse logistics orders shall be included in the distribution plan that is attached to a PO for authorization by all parties under the IQS.
- ZAMMSA personnel will load the commodities at the ZAMMSA point of origin stipulated in the PO. The Subcontractor shall confirm that the commodities loaded correspond to the trip register or manifest, PODs, and the distribution plan - including order IDs, number of parcels, item code, description of items. Discrepancies, damage, or other issues shall be noted and reported immediately. For multi-drop routes requested under this IQS, ZAMMSA will be responsible for loading trucks in reverse drop order, to ensure commodities can be quickly accessed for off-loading.
- Deliver all commodities in cartons for ease of handling during transportation and ensure the correct loading of cartons as indicated on the distribution plan, if applicable, at the originating warehouse(s). PODs shall reflect quantities of these commodities being transported in packs to facilitate uniform documentation (however, at times, carton calculations may include cartons with less packs/bales than others to make up the particular district or facility quantities). A distinction shall therefore be made between discrepancies at the sub-carton level (which can be

- attributable to pick/pack errors or order processing errors by warehouse staff) and discrepancies at the carton-level.
- Adhere to the World Health Organization (WHO) and ZAMRA 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 7), WHO Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Technical Report Series No. 961, 2011 Annex 8), Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011), country standards, and consultation provided by PASCO on relevant quality standards, as applicable. ([qas19_793_good_storage_and_distribution_practices_may_2019.pdf\(who.int\)](#))
 - Vehicles shall only carry commodities included in distribution plans shared by PASCO – no other products shall be co-mingled.
 - Trucks and trailers of trucks to be used for the work will be subject to visual inspection prior to loading. Prior to any transportation activity, truck make and model, and trailer plate numbers of equipment to be used and locations parked should be provided. Chemonics reserves the right to institute procedures for prequalification of vehicles and drivers to be used under this IQS.
 - Upon request of Chemonics, the Subcontractor shall provide proof of insurance for goods in transit. Subcontractor will be legally and financially responsible for the commodities 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 neither the pharmaceuticals nor the commodities can be contaminated.
 - Manage all transport and logistics functions for designated routes, from point of origin to destination, as per purchase order and distribution plan instructions. For sites requiring unconventional modes of transportation, the vendor shall ensure provision of appropriate modes of transport necessary for efficient delivery.
 - Offload and deliver the correct quantity of commodities 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.
 - 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 health commodity documentation, including for cold chain commodity management.
 - Drivers are responsible for recording and keeping the truck movement log and maintenance schedule.
 - Drivers shall take the most direct route while in transit, or the route otherwise outlined on the distribution plan.
 - The Subcontractor must avoid proxy delivery to any point that falls outside of the prescribed distribution plan.
 - All in-transit 3PL delivery vehicles must be parked by 21:00 hrs at a secure location such as the police, DHO, and/or GRZ Hospital/Health Center.
 - No health facilities shall be serviced after 17:00 unless prior arrangements have been made in writing.

- Receive, review, and maintain records of written approval documentation (including approvals given within emails) provided by PASCO prior to any handling, transportation, or distribution of commodities.
- 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 commodities 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. PASCO 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. The Subcontractor shall collaborate with PASCO to resolve these issues when required; and follow up with relevant incident report and documentation as required within 24 hours.
- Maintain at all times 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.
 - i. Order dispatch and delivery
 - ii. Training in relation to good distribution practice, regulations, and safety specific to temperature-controlled goods and cold chain
 - iii. Security, that covers the full range of security issues related to the distribution of products, lives, and property
 - iv. Disaster recovery plan
 - v. Inventory control/cycle count
 - vi. Loading and unloading
 - vii. Cold chain packaging, loading and distribution
 - viii. Non-cold chain capacity for transportation of all commodities, including temperature controlled goods and pharmaceuticals.
 - ix. Pharmaceutical product distribution
 - x. Incident management and reporting
 - xi. Daily operations reporting
 - xii. Reverse logistics
 - xiii. Vehicles and equipment involved in the distribution process, including:
 - 1. Cleaning and pest control,
 - 2. Ensuring the product's identity is maintained,
 - 3. Prevention of cross-contamination,
 - 4. Precautions against spillage or breakage,
 - 5. Procedures for transportation of hazardous products which can present risks of abuse,
 - 6. Maintenance of vehicle, temperature equipment and other equipment,
 - 7. Fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles),
 - 8. Process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, and theft or misappropriation thereof.

- All security seals (where applicable) must be inspected and broken in the presence of the receiving facility personnel.
- The Subcontractor shall be required to provide an appropriate number of people to assist with offloading the consignment at the delivery location.
- For deliveries to ZAMMSA hubs, the subcontractor shall ensure that all commodities being offloaded are physically inspected by the receiving Hub personnel at pallet or carton level.
- For last-mile deliveries, the subcontractor shall ensure that all commodities being offloaded are physically inspected by the receiving facility personnel at pallet, carton, and sub-carton level.
- The Subcontractor must avoid proxy delivery to any point that falls outside of the prescribed distribution plans that from a binding annex to approved POs.
- GPS tracking may be required based on equipment provided by Chemonics or ZAMMSA on a custodial basis.
- All in-transit 3PL delivery vehicles must be parked by 21:00 hrs at a secure location such as the Police, DHO, and/or GRZ Hospital/Health Center.
- Unless otherwise requested, deliveries shall be made during normal business hours, excluding public holidays. No health facilities shall be serviced after 17:00 unless prior arrangements have been made in writing.
- The Subcontractor shall be responsible for checking the stock loaded and offloaded onto the vehicles and fully documenting commodities received at point of origin, to include documentation to accommodate reverse logistics as prescribed in Section A.2.
- The Subcontractor must ensure that the boxes are properly secured and suitable to prevent theft, loss, or damage from the point of origin until safe arrival at the delivery points specified on the PO.
- The Subcontractor shall be responsible for recording and signing documentation, such as information about stock loaded.
- The Subcontractor shall be responsible for recording and signing documentation, such as information about stock loaded. The 3PL drivers must be able to read and write proficiently in English.
- The Subcontractor shall be required to provide at least one representative to be based full-time at each zone of operations. This individual will be responsible for coordinating all distribution activities which will include:
 - Monitoring the distribution plans and ensuring provision of vehicles within 48 hours of a per-alert following a signed PO.
 - Supervising/monitoring the loading of Subcontractor's vehicles.
 - Coordination with drivers and verification of the documentation prior to dispatch and after arrival.
 - Coordination, validation, and submission of PODs.
- The Subcontractor shall:
 - Provide to its staff a 'code of conduct' training, and sensitization and information on access to services for prevention and treatment of HIV services, and provide documentation to this effect upon request.
 - Ensure a minimum of 50% of order lines are serviced using directly-owned fleet during implementation of this IQS, with Chemonics reserving the right to request up to 75% of order lines are serviced with directly-owned fleet.
 - Provide in advance (and for Chemonics' approval) procedures for vehicle leasing or second tier subcontracting, where applicable.

Reverse Logistics

- If reverse logistics needs are identified prior to dispatch, the reverse logistics orders shall be included in the distribution plan that is attached to a Purchase Order for authorization by all parties under the Subcontract.
- If reverse logistics needs are identified during the course of a delivery/deliveries, the Subcontractor shall communicate with ZAMMSA and a PASCO representative before receiving commodities for reverse logistics. If network does not allow for prior communication, the Subcontract shall communicate to ZAMMSA and PASCO as soon as possible after receiving commodities.
- In either case, the Subcontractor shall:
 - Ensure that the PASCO Trip Register is completed in full to document the reverse logistics. The Subcontractor shall also ensure GRZ documentation is included, which may entail ZAMMSA/MOH documentation such as the ZAMMSA Product Returns Authorization form, the MOH Report for Returning Products, or other authorized forms from ZAMMSA or health facilities.
 - In addition to the above, where DeliveryExpert has been deployed and terminals have been availed to the Subcontractor under custodial agreements, the Subcontractor shall be required to follow DeliveryExpert procedures for recording reverse logistics.
 - Return to the ZAMMSA point of origin with the product returns using the most expeditious route possible.
 - The Subcontractor shall ensure that the entity requesting reverse logistics packages and tapes any loose items for return in a carton.
- The Subcontractor shall use Global Positioning (GPS) tracking devices for in-transit tracking, and shall provide route-tracking documentation to PASCO to verify and validate the specific route taken by any given vehicle that is tasked with delivering PASCO commodities. The Subcontractor shall provide time-stamped route-tracking and route-validation documentation to PASCO, upon request. Note that, upon award, Chemonics may instead require that Offerors adhere to protocol for GPS tracking undertaken by Chemonics, based on devices or equipment provided to vendors on a custodial basis by either ZAMMSA or Chemonics. In these instances, the vendor will be required to ensure that GPS devices are charged and equipped with sim cards and data to complete each route.

Cold-Chain

(Cold chain shall include services at which temperature shall be maintained at 2°C to 8°C)

- Refrigerated vehicles and equipment are not required under this IQS. However, ZAMMSA, as a tripartite signatory to this agreement, will occasionally request the distribution of passive temperature regulated boxes as part of routine distribution plans. Temperature regulated boxes consist of utilizing passive containers which can be loaded on to an ambient vehicle and maintain temperature within the required range for the duration of the delivery to point of destination using gel packs. In these cases, ZAMMSA shall be responsible for the provision of regulated boxes and temperature monitors as per ZAMMSA standard operating procedures for cold chain distribution, and in compliance with Good Distribution Practices for Pharmaceutical Products as outlined by ZAMRA. ZAMMSA shall maintain primary responsibility for monitoring temperature.

A.2.iii Proofs of Delivery Requirements

- A fully executed POD(s) shall be submitted to ZAMMSA and a copy to PASCO project **within 72 business hours** following completion of deliveries.
- ZAMMSA will provide to the Subcontractor Proof of Delivery (POD) documentation. For multi-drop routes, one POD must be issued for each drop along the route with the same level of details.
- The Subcontractor shall be responsible for ensuring that the facility personnel completes and signs documentation, such as the PODs and any other supporting documents issued by ZAMMSA and/or PASCO.
- For the purposes of this IQS, (and based on the standard paperwork and systems used by ZAMMSA and MOH), a POD shall be defined as either a trip manifest, a delivery note, a trip register, an ePOD system export, route validation documentation, or a combination thereof – as guided by ZAMMSA and PASCO at the time of dispatch, based on the delivery type and point of origin.
 - **Trip Manifest** - provides a summary of a particular delivery (or set of deliveries along a route) that indicates the quantities of cartons and pallets loaded for each order number of a receiving entity.
 - **Delivery Notes** - provide an additional layer of sub-carton information at the recipient order level, for verification at the final destination point and upon opening of cartons. PASCO-supported 3PL focuses on the carton and pallet level of distribution since 3PL vendors receive commodities from ZAMMSA that have already been sealed in cartons and/or pallets.
 - **3PL Trip Register** - provides supplement information on carton and pallet level deliveries and captures more detailed information about distribution operations that are not currently available in the ZAMMSA trip manifest and delivery notes.
 - **ePOD** - ZAMMSA has formally adopted the DeliveryExpert transportation and ePOD application: <https://made4net.com/knowledge-center/deliveryexpert/> . Where the system has been deployed and where licenses and hardware are availed to the Subcontractor, the Subcontractor is required to use the DeliveryExpert ePOD application for POD execution. This will require confirmation of delivery on the application, in addition to any paper requirements. Subcontractors will be provided with hardware and licenses on a temporal basis and must thereafter, within the fixed prices set by the IQS, ensure drivers are equipped with terminals with sufficient data and battery life for operating the devices.
 - **Route tracking** - The Subcontractor shall provide time-stamped route-tracking and route-validation documentation as requested by Chemonics or ZAMMSA.

*Samples of the POD documentation, along with detailed requirements of each document, can be found in **Annex XX**.*

Distributions

- Distribution plans shall be provided as a binding annex to each PO.
- Following receipt of a fully executed PO, Subcontractor shall be required to begin transporting the health commodities within 48 hours of receiving a pre-alert from ZAMMSA or Chemonics.

A.2.iii 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 reasonably consider any request by Subcontractor to alter the performance and deliverable timelines for a limited period of time, but in no case longer than thirty (30) days. For purposes of clarity, the parties agree that a Force Majeure Event shall not excuse performance by 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.

A.2.iv Standard Operating Procedures

The Subcontractor shall be responsible for Standard Operating Procedures (SOPs) that comply with WHO/ZAMRA Good Distribution and Transportation Practices with evidence that staff were trained on the SOPs. Subcontractor shall provide written SOPs to Chemonics and ZAMMSA for review and approval against WHO/ Good Distribution and Transportation Practice.

A.3. Responsibilities

A.3.i Chemonics Responsibilities

- Chemonics (with ZAMMSA) will provide distribution plans at least 48 hours before delivery – disaggregated by district and by health facility containing facility GIS points, the product details and order IDs in readiness for commencement of distribution.
- Chemonics, in collaboration with ZAMMSA, will monitor the transit of vehicles and ensure vehicles used are properly inspected.
- Chemonics will be responsible for monitoring the Energy Regulation Board (ERB) fuel pricing indexes and amending variable pricing accordingly.

- Chemonics will issue purchase orders to the Subcontractor for review and signature, with distribution plan and related volumetric and routing analysis provided.
- Chemonics shall review and validate PODs, reconcile invoices against executed POs, and carry out the payment duties delineated under the invoicing conditions of this IQS.
- Chemonics, in collaboration with ZAMMSA, will support training of 3PL drivers in use of the DeliveryExpert ePOD system.

A.3.ii ZAMMSA Responsibilities

- ZAMMSA, in collaboration with Chemonics, will be responsible for preparing a distribution plan at least 5 days in advance of raising a PO for services. The distribution plan should delineate, at a minimum, the number of vehicles needed per destination and the corresponding order numbers that align with products covered in the scope of work of this contract.
- ZAMMSA, in collaboration with Chemonics, will monitor the transit of vehicles and ensure vehicles used are properly inspected.
- ZAMMSA will be responsible for loading the commodities at the point of origin within four hours after the vehicle is positioned.
- ZAMMSA will be responsible for offloading commodities at the hubs within eight hours.
- ZAMMSA will provide drivers with a standard operating procedures manual and briefing prior to departure. At ZAMMSA's discretion, ZAMMSA staff will accompany the Subcontractor staff on routes in accordance with the conditions outlined in Section b. above, and ZAMMSA staff may assist in offloading of commodities.
- ZAMMSA, as custodian for the commodities to be distributed under GRZ custody, and as a signatory on the tripartite distribution subcontract, is responsible for continued insurance coverage of the commodities. The Subcontractor shall also provide goods-in-transit insurance. ZAMMSA will be responsible for managing all insurance claims related to the distribution of goods under this subcontract, including but not limited to ensuring Subcontractor compliance with insurance requirements outlined in the subcontract; follow-up and documentation with regards to any insurance claims; and collection of payment for any claims. Chemonics will not be responsible for managing the insurance claims, has no insurance interest of the goods, and is not liable for any loss or damage under the subcontract. Chemonics, funded through USAID, is providing payment for the 3PL services and subcontract management support at ZAMMSA's request.
- In extenuating circumstances where ZAMMSA deems it necessary for ZAMMSA personnel to accompany the Subcontractor drivers and personnel on authorized routes (i.e. where the Subcontractor driver does not know the route or location of the facilities), ZAMMSA understands that there are hazards and risks inherent in travel in Zambia, including but not limited to accidents and criminal incidents, and agrees to assume all risks for any such personal injury/death or property loss or damage. ZAMMSA acknowledges that the Subcontractor may be unable to predict or avoid such incidents and the Subcontractor cannot guarantee to protect ZAMMSA personnel from the risks and the possibility of personal injury/death, property damage or loss resulting therefrom. ZAMMSA waives any and all claims against Chemonics International, the Subcontractor, and their respective directors, officers, employees, instructors, agents, independent contractors, representatives, successors and assigns, and releases them from any and all liability for any loss, damage, expense or injury including loss of life that they may suffer, during transportation in a Subcontractor vehicle. It is nonetheless noted and acknowledged that all Subcontractor vehicles under this subcontract are required to be properly insured by an authorized local insurance company and in the event of an accident, ZAMMSA personnel would be covered where stipulated as third-party passengers within the limits of the Subcontractor's insurance policy.

- ZAMMSA, in collaboration with Chemonics, will support training of 3PL drivers in use of the DeliveryExpert ePOD system.

A.4. **Deliverables**

"Content will be developed further based on the successful Offeror's proposal and Section II of the RFP."

A.4.i. **Deliverables**

The subcontractor will issue an invoice with corresponding deliverables to Chemonics point of contact for each PO. The invoice must include the details of the distribution and be inclusive of all line items on a given PO.

Deliverable Descriptions

Under this IQS, POs will be issued for each delivery request with an accompanying distribution plan, which will serve as a binding annex to the PO. Following completion of delivery for each PO, the Subcontractor shall provide countersigned PODs **within 72 business hours** following completion of delivery. The PODs should be duly signed by authorized GRZ representatives of the receiving entity, should denote the conditions of cartons or pallets as dispatched and received, and should highlight any discrepancies at the time of arrival.

As stipulated under A.2.iii, Proof of Delivery Requirements, for the purposes of this IQS, (and based on the standard paperwork and systems used by ZAMMSA and MOH), a POD shall be defined as either a trip manifest, a delivery note, a trip register, an ePOD system export, route validation documentation, or a combination thereof – as guided by ZAMMSA and PASCO at the time of dispatch, based on the delivery type and point of origin. Details of each of these are as follows:

- **Trip Manifest** - provides a summary of a particular delivery (or set of deliveries along a route) that indicates the quantities of cartons and pallets loaded for each order number of a receiving entity.
- **Delivery Notes** - provide an additional layer of sub-carton information at the recipient order level, for verification at the final destination point and upon opening of cartons. PASCO-supported 3PL focuses on the carton and pallet level of distribution since 3PL vendors receive commodities from ZAMMSA that have already been sealed in cartons and/or pallets.
- **3PL Trip Register** - provides supplement information on carton and pallet level deliveries and captures more detailed information about distribution operations that are not currently available in the ZAMMSA trip manifest and delivery notes.
- **ePOD** - ZAMMSA has formally adopted the DeliveryExpert transportation and ePOD application: <https://made4net.com/knowledge-center/deliveryexpert/> . Where the system has been deployed and where licenses and hardware are availed to the Subcontractor, the Subcontractor is required to use the DeliveryExpert ePOD application for POD execution. This will require confirmation of delivery on the application, in addition to any paper requirements. Subcontractors will be provided with hardware and licenses on a temporal basis and must thereafter, within the fixed prices set by the IQS, ensure drivers are equipped with terminals with sufficient data and battery life for operating the devices.
- **Route tracking** - The Subcontractor shall provide time-stamped route-tracking and route-validation documentation as requested by Chemonics or ZAMMSA.

*Samples of the required POD documentation to satisfy deliverables requirements, along with detailed requirements of each document, can be found in **Annex XX**.*

Section B. Subcontract Type and Orders

B.1 Subcontract Type

(a) This is an Indefinite Quantity Subcontract (IQS) with purchase 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 Purchase Order is a subcontract for services, reports, or other concrete deliverables provided to and accepted by Chemonics on behalf of PASCO and/or USAID. As the name implies, the price of the purchase 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 Purchase Order Prices

Purchase 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 PASCO representative named below or as specified in each purchase order for a single or group of deliverables.

The pricing for this RFP and any resulting award will be divided into two types:

- **Type 1:** Routes/facilities that are generally accessible and can be reached using conventional vehicles (a 4x4 SUV at a minimum). In this category, 'per kilometer' pricing shall apply based on vehicle type.
- **Type 2:** Routes/facilities that require specialized equipment and/or any combination of unconventional forms of transportation (i.e. fully kitted SUV with winch and accessories, water-based transport, motorbike, oxcart, etc.) Fixed unit rates for delivery shall apply on a 'per drop' basis to reach a facility.

Type 1 – Conventional Routes/Facilities (exclusive of facilities requiring 'per drop' pricing)

For the purposes of this IQS, 'conventional routes' or 'conventional facilities' shall be defined as facilities that can be reached using conventional vehicles, to include 4x4 SUVs, and therefore do not require specialized equipment (i.e., winches, sandtracks, hi-lift jack) or unconventional transportation (i.e. water-based transport, motorbike, oxcart). *[Note that for sites that are seasonally inaccessible, the conventional pricing shall apply during periods in which the site can be reached via conventional 4x4 SUV, at a minimum.]*

Pricing under any resulting IQS for conventional routes will consist of three elements: fixed base cost per kilometer by vehicle size, variable fuel cost per kilometer by vehicle size, and distance.

- a) *Fixed base cost per km.* The fixed base cost is an all-inclusive cost per kilometer that will remain valid for the duration of any subcontract and should account for recovery of costs for the totality of operations, except for fuel. The fixed base cost per km shall include costs for reverse logistics, as denoted in Section A.2., Scope of Work.
- b) *Variable fuel cost per km.* Given regulatory fluctuations in fuel prices, the rate for fuel is based on estimated fuel economy per vehicle size, and is based on established national pricing by the Energy Regulation Board (ERB). ERB pricing under any resulting IQS shall therefore be reviewed monthly by all parties. Should changes be introduced by the ERB during the period under review, the pricing will be updated by a Pricing Agreement to be signed by all parties. The Pricing Agreement shall include an updated copy of the Price List Table, updated to reflect the variable fuel rate. The fixed based unit cost and estimated fuel economy per vehicle size shall not be adjusted during this period. Pricing shall be effective for POs issued after full execution of a Pricing Agreement.
- c) *Distance.* Chemonics, ZAMMSA, and the Awardee shall agree on distances to and between facilities using one of the following methodologies:
 - A Standard Distance Agreement (SDA), to be developed and reviewed periodically by all parties in the Subcontract for current and additional destinations. All changes to an SDA shall be mutually agreed upon by all parties and shall be implemented via full execution of an updated SDA, which shall be binding upon execution and replace any previously signed SDAs.
 - ZAMMSA's Dispatch/Route Optimization Tool, which relies on a database of GIS points and OpenStreet maps.
 - Routes created in OpenStreet maps, Google maps, or other online mapping programs.
 - As otherwise agreed in writing via the distribution plan and approved purchase order.

The following price list represents the fixed base cost rates/prices, and fuel economy, to be utilized for distribution services requested under any POs for the duration of this IQS, notwithstanding the provisions for fuel price adjustments denoted in Section B.2 b). PO prices shall not exceed the fixed base cost rates/prices and fuel economy set forth below. Fuel prices and the resulting total rate per km per vehicle size shall be set forth per the Pricing Agreement denoted in Section B.2 b).

ZONE NAME / POINT OF ORIGIN:							
A			B	C	D	E	F
Vehicle Size	Vehicle Description	Minimum Required Enclosed Storage Capacity (cubic meters, cbm)	Total Rate per Km (ZMW)	Fixed base Cost per km(ZMW)	Fuel economy (Litres/Km)	Fuel price (ZMW)	Proposed variable fuel cost per km (ZMW)
			(C+F)	Vendor to propose base	Vendor to denote	Per Energy Regulation Board pricing	(D * E)
SUV, single-cab truck, or van (4x2)	Vehicles must have fully enclosed cabs that meet storage volume. Two-wheel drive vehicles are acceptable in this cost category. Vehicles must meet ZAMRA requirements as per Annex 007 b.	2.71	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD
SUV or single-cab truck (4x4)	Land Cruiser 76 series or similar models of vehicles required. Functioning four-wheel drive required. Single-cab trucks must have fully enclosed cabs that meet storage volume. Vehicles must meet ZAMRA requirements as per Annex 007 b.	2.71	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD
3.5-ton	Vehicle storage must be containerized and otherwise meet ZAMRA requirements as per Annex 007 b.	18.48	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD
5-ton	Vehicle storage must be containerized and otherwise meet ZAMRA requirements as per Annex 007 b.	19.18	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD
10-ton	Vehicle storage must be containerized and otherwise meet ZAMRA requirements as per Annex 007 b.	31.5	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD
15-ton	Vehicle storage must be containerized and otherwise meet ZAMRA requirements as per Annex 007 b.	34.65	TBD	TBD	TBD	Per latest Energy Regulation Board pricing	TBD

Using the total rate per km as calculated in the tables above in column B, the price per route will then be calculated as follows:

- For direct, single-drop routes:

(One-way distance* 2 * total rate per km) *Note that a multiplier of two will be applied to account for base and variable costs for the return trip to point of origin.

- For multi-drop routes:

(Total route distance, inclusive of return to origin * total rate per km). See example below of total route distance calculation:

Route Information	Km
Origin to Point A	30
Point A to Point B	40
Point B to Point C	50
Point C to origin	20
Total route distance	140

Type 2 – Nonconventional Routes/Facilities that Require ‘Per drop’ Pricing

For the purpose of this IQS, ‘per drop’ pricing using a fixed unit rate for delivery shall be applied to sites that cannot be reached using conventional vehicles. These sites may require specialized equipment (i.e., fully kitted SUV with winches, sandtrack, hi-lift jack) and/or unconventional transportation (i.e. water-based transport, motorbike, oxcart). [Note that for sites that require these forms of distribution on only a seasonal basis, the ‘per drop’ pricing shall apply only during periods in which the sites require specialized equipment or unconventional transportation.]

For these cases, the IQS will rely on fixed unit rates that shall be applied per delivery to a given facility as outlined in the Per Drop Pricing Annex **XX**. These rates shall apply regardless of volume and regardless of transportation methodology/methodologies. These rates shall also assume predetermined variability in fuel pricing for portions of the route that may require fuel, and thus shall not be adapted for fuel variability. The list of facilities shall be periodically reviewed during the course of the subcontract via Per Drop Pricing Annex **XX**. Should new facilities need to be added to the Annexes, prices for new additions will be negotiated and documented via updates to the Annex that involve tripartite review and signature.

B.3 Minimum Obligated Amount

This subcontract includes an initial obligation of funds in the amount of ZMW 15,000 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 purchase orders placed hereunder. Individual purchase orders will serve to obligate funds to cover the work required under each purchase 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 purchase 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 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 **authorized signatories of each of the tripartite parties to this agreement.**

(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 purchase orders shall not be issued after the basic subcontract estimated completion date, as modified. Only an authorized signatory of Chemonics or his/her designee may modify the indefinite quantity subcontract.

C.2. Sub Task Orders (STOs) Contents

Each PO shall specify at a minimum the following sections:

- IQS number;

- Purchase order number;
- Effective date;
- Line items;
- Size of vehicle required and corresponding rate per km; or fixed unit rate for per drop pricing;
- Point of origin;
- Destination/s;
- Total distance per delivery route (for per kilometer pricing);
- Total price per line item/deliverable ordered;
- Distribution Plan included as a binding Annex, which will include but not be limited to:
 - Proposed loading date.
 - List of order numbers for delivery.
 - Explanation of distance calculations (for per kilometer pricing)
- Other information as deemed appropriate by Chemonics.

The PO shall reference the full terms and conditions of the governing IQS, and will be accompanied by a corresponding distribution schedule. A template is included in this IQS in Section EE.

C.3. Ordering Procedure

As the need for the Subcontractor's services arise in the course of the project, the Chemonics authorized representative (the Chief of Party or his/her designee), and an authorized ZAMMSA representative shall:

- (a) Issue a Purchase Order at least 48 hours before the commencement of a delivery, to be reviewed and signed by the Subcontractor within 24 business hours.
- (b) Thereafter, ZAMMSA and Chemonics will issue a pre-alert for vehicles/line item deliveries within 48 hours.
- (c) In response to a pre-alert, the Subcontractor shall communicate to ZAMMSA and Chemonics details of the vehicles that are to be positioned for loading within the 48 hour timeframe, with specific timelines for vehicle positioning.

C.4. Performance of Orders

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

(b) After a fixed price PO 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 ZAMMSA or Chemonics, and as authorized by the PASCO 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 for 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 PASCO 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 PASCO 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. The Subcontractor shall be notified of authorized signatories prior to commencing work on any POs, and shall be updated of changes in the authorized signatories.

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each order, under the general technical direction of the Chemonics and ZAMMSA authorized representative, or their designee as indicated in each order. The Chemonics and ZAMMSA authorized representative or their 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 and ZAMMSA authorized representatives 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) In accordance with FAR Clause 52.217-9 (Option to Extend the Term of the Contract), Chemonics may extend the term of this contract by written notice to the Subcontractor within 30 days; provided Chemonics gives a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit Chemonics to an extension.

c) If Chemonics exercises this option, the extended contract shall be considered to include this option clause.

d) The total duration of this contract, including the exercise of any options under this clause, will be no more than **two (2) years** consisting of one (1) year IQS base period, with up to one (1) option year.

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

f) 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 PASCO authorized representative's, 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 PASCO 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 ten (10) 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 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 purchase 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
- c) Beneficiary or Loss Payee: Subcontractor shall be responsible for payment as direct reimbursement to ZAMMSA within 60 days of loss or damage, unless otherwise agreed in writing by both parties.

2) Commercial General Liability

Commercial general liability insurance with a combined bodily injury and property damage limit of not less than \$500,000 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 Zambia.

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' and ZAMMSA's identified recipient. The Subcontractor will notify ZAMMSA and 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 twenty-four (24) hours after confirmation of loss or damage.

4. Valuation: Liability for cargo loss or damage to ZAMMSA's 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 ZAMMSA 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/PASCO'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/PASCO'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 Names 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.

(e) *Limitations.* Neither party shall be liable to the other for any indirect, consequential, special, incidental, 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/PASCO. 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 PASCO 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 below and defined in detail in Annex **XX**.

#	Indicator Name
1	On-time arrival of trucks for loading
2	Truck condition

3	Notification of incidents that have the potential to delay or compromise a shipment.
4	On-time delivery
5	Off-loading time
6	Delivery notes indicate the quantity dispatched matching the quantity received.
7	Delivery notes are signed as received by an authorized staff member of the designated facility.
8	Orders received in full
9	Customer Service Rating

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
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."

Clause Number	Title	Date*	Notes and Applicability
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.
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	OCT 2010	(Note 2 applies)

Clause Number	Title	Date*	Notes and Applicability
	THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS		
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
52.216-7	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
52.216-8	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.216-10	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
52.216-11	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
52.216-18	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-19	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	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

Clause Number	Title	Date*	Notes and Applicability
	(If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)		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;
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.)

Clause Number	Title	Date*	Notes and Applicability
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.

Clause Number	Title	Date*	Notes and Applicability
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.242-15	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
52.243-2	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.
52.245-1	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemionics" 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 Chemionics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemionics" and except in paragraphs (d)(2) and (g) where the term includes Chemionics.
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.

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

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.

Clause Number	Title	Date*	Notes and Applicability
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
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)

Clause Number	Title	Date*	Notes and Applicability
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTI ALLY REVIS ED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
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.i Purchase Order Template for Conventional Routes (per kilometer pricing)



**DISTRIBUTION PURCHASE ORDER –
PER KILOMETER PRICING**

Supplier:
Vendor Name
Vendor Address

Purchase Order Number: [Insert PO No.]
Under Indefinite Quantity Subcontract (IQS)
No. (IQS) # XXX

Effective Date:

Acknowledged By:
Zambia Medicines and Medical Supplies Agency
Attention: Director of Logistics
Plot 6446 Mukwa Road
Industrial Area,
Lusaka, Zambia
Telephone: +260 211 24 2768, +260 211 24 4105

Delivery Due Date: See distribution plan in **Annex 1** for delivery dates.

Line Item	Vehicle Size	Point of Origin	Destination (single-drop) or district names (multi-drop)	Distance (Round trip for direct drop. Inclusive of return to origin for multi-drop)	Total Rate/Km	Total Price (ZMW)
					#N/A	#N/A
					#N/A	#N/A
					#N/A	#N/A
					#N/A	#N/A
Total Purchase Order Amount (ZMW):						#N/A

Advance Shipment Notification (ASN) to Receiving Entities

Date ASN sent to receiving entity/entities	Time ASN sent to receiving entity/entities	Communication Method				Entity/Entities Receiving Communication (Please check all applicable)				Name of Authorized ZAMMSA Sender	Title of Authorized ZAMMSA Sender	Phone Number of Authorized ZAMMSA Sender
		(Please check the <u>earliest</u> method of communication)				PHO	DHO	Health Facility/Facilities	Hubs			
Click or tap to enter a date.		Email <input type="checkbox"/>	Phone <input type="checkbox"/>	WhatsApp <input type="checkbox"/>	SMS <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Notes:

- This purchase order is issued by Chemonics International Inc. ("Chemonics") on behalf of the USAID Program for Advancing Supply Chain Outcomes (PASCO) Activity, USAID Contract Number 72061123C00001.
- All distances shall be documented in the distribution plan. Total rate/km pricing shall conform to rates in the IQS or, should variable fuel rates be adjusted, the most recent fully executed Pricing Agreement.
- Further details regarding the summary table above shall be included in a distribution plan in Annex 1, which will serve as a binding part of this purchase order and shall delineate complete order detail, routing, recipient delivery dates, and recipient contact information.
- This purchase order (PO) is issued under the Indefinite Quantity Subcontract No. XXX_Zones XX with XXXXX. **All terms and conditions from IQS # XXXX apply to this purchase order.** This purchase order, when properly completed and signed by a Chemoincs authorized staff member, will constitute the fixed-price purchase order. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing.

Approved by: Zambia Medicines and Medical Supplies Agency (ZAMMSA)

Name:

Title:

Date:

Signature: _____

Acceptance by: XXXX

Name:

Title:

Date:

Signature: _____

Chemonics Reviewer of Purchase Order:

Name:

Title:

Date:

Signature: _____

Chemonics Authorization of Purchase Order:

Name:

Title:

Date:

Signature: _____

Section EE.ii Purchase Order Template for Nonconventional Routes (per drop pricing)



**DISTRIBUTION PURCHASE ORDER –
PER DROP PRICING**

Supplier:
Vendor Name
Vendor Address

Purchase Order Number: [Insert PO No.]
Under Indefinite Quantity Subcontract (IQS)
No. (IQS) # XXX

Effective Date:

Acknowledged By:
Zambia Medicines and Medical Supplies Agency
Attention: Director of Logistics
Plot 6446 Mukwa Road
Industrial Area,
Lusaka, Zambia
Telephone: +260 211 24 2768, +260 211 24 4105

Delivery Due Date: See distribution plan in **Annex 1** for delivery dates.

Line Item	Point of Origin	Facility Name	Fixed Rate Per Drop	Total Price (ZMW)
			#REF!	#REF!
			#REF!	#REF!
			#REF!	#REF!
			#REF!	#REF!

Advance Shipment Notification (ASN) to Receiving Entities

Date ASN sent to receiving entity/entities	Time ASN sent to receiving entity/entities	Communication Method				Entity/Entities Receiving Communication (Please check all applicable)				Name of Authorized ZAMMSA Sender	Title of Authorized ZAMMSA Sender	Phone Number of Authorized ZAMMSA Sender
		(Please check the <u>earliest</u> method of communication)				PHO	DHO	Health Facility/Facilities	Hubs			
Click or tap to enter a date.		Email <input type="checkbox"/>	Phone <input type="checkbox"/>	WhatsApp <input type="checkbox"/>	SMS <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Notes:

- This purchase order is issued by Chemonics International Inc. ("Chemonics") on behalf of the USAID Program for Advancing Supply Chain Outcomes (PASCO) Activity, USAID Contract Number 72061123C00001.
- All rates are fixed and shall conform with the Per Drop Price List Annex for receiving facilities as set forth in the IQS.
- Further details regarding the summary table above shall be included in a distribution plan in Annex 1, which will serve as a binding part of this purchase order and shall delineate complete order detail, recipient delivery dates, and recipient contact information.
- This purchase order (PO) is issued under the Indefinite Quantity Subcontract No. XXX_Zones XX with XXXXX. **All terms and conditions from IQS # XXXX apply to this purchase order.** This purchase order, when properly completed and signed by a Chemoincs authorized staff member, will constitute the fixed-price purchase order. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing.

Approved by: Zambia Medicines and Medical Supplies Agency (ZAMMSA)

Name:

Title:

Date:

Signature: _____

Acceptance by: XXXX

Name:

Title:

Date:

Signature: _____

Chemonics Reviewer of Purchase Order:

Name:

Title:

Date:

Signature: _____

Chemonics Authorization of Purchase Order:

Name:

Title:

Date:

Signature: _____

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]