August 21, 2020
Request for Proposals # PSM-MWI-2020-003
Request for Proposals (RFP) for Transportation of Health Commodities in Malawi

Dear Sir or Madam,

Chemonics International, Inc. (hereinafter referred to as “Chemonics”), under the U.S. Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, USAID Prime IDIQ Contract No. AID-OAA-I-15-00004, is issuing a Request for Proposals (RFP) for the provision of health commodity transportation services in Malawi. The attached RFP, below, contains all the necessary information for interested Offerors.

The Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project is a USAID program implemented by Chemonics International in Malawi. GHSC-PSM endeavors to supply Malawian citizens with lifesaving pharmaceutical and medical supplies and simultaneously build the capacity of government organizations and agencies, health care facilities, among others. The goal of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded public health initiatives around the world.

Chemonics, as part of its support to Malawian Ministry of Health to assure commodity security in Malawi to implement safe and secure commodity distribution from the project’s central warehouse, Lilongwe, to selected service delivery points (SDPs) across all districts in Malawi. The transportation services requested in this RFP are aimed at ensuring timely health commodity availability at various SDPs in Malawi, in turn enabling health providers to deliver effective health services to their clients.

The purpose of this RFP is to solicit proposals for the transportation of health commodities that require a) cold chain and/or b) non-cold chain transportation services for temperature sensitive pharmaceuticals, laboratory reagents/consumables, non-medical consumables and other health products in Malawi. The successful offeror(s) will be required to facilitate transportation of these health products and other items from the project’s central warehouse located in Lilongwe to all public health facilities throughout Malawi at regular intervals as specified by GHSC-PSM.

Following this RFP release, Chemonics anticipates awarding a single or multiple subcontract(s) consisting of two components – 1. An indefinite Quantity Subcontract (IQS), and 2. One or multiple sub-task orders (STOs) under the IQS. During implementation of the work solicited in this RFP, the IQS instrument will serve as the governing subcontract for the work and relationship between the contractor and the winning subcontractor(s), while the STO instrument will be used by the contractor to order work from the IQS-holder(s) as needed. During the performance period, the winning offeror(s) will be able to offer and deliver transportation services to the contractor only if it is an IQS-holder. Therefore, Chemonics may award a single or multiple IQSs to winning offeror(s) as a result of this RFP solicitation. Chemonics will then order transportation from individual IQS-holders only at its sole discretion and based on its project needs.

The total value of this procurement (all IQSs combined) is not expected to exceed USD $4,500,000. The time period for the delivery of transportation services will last for three years, from approximately December 1, 2020-November 28, 2023. An annual review will be conducted to assess subcontractor performance. Chemonics may choose to extend the time period at its sole discretion. During the IQS time period, Chemonics intends to issue STOs based on a combination of factors, including, first, Chemonics’ judgement of the most advantageous price(s) offered by the IQS-holders. Other considerations will include the need for expeditious delivery; the reliability and trustworthiness of the offerors’ performance; unforeseen environmental factors that may affect delivery; force majeure factors; directions from
Chemonics’ client(s); compelling host-government or beneficiary considerations; and/or any number of other USAID and/or prime contract considerations.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to the GHSC-PSM Malawi PMU at PSMMalawi_RFPs@ghsc-psm.org by 17:00 hours (5:00 PM UTC-5 or US Eastern Standard Time) on August 28, 2020.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to GHSC-PSM Malawi PMU, PSMMalawi_RFPs@ghsc-psm.org according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all interested offerors who submitted questions. Amendments will be posted to the website(s) where the RFP was published and email directly to all interested Offerors who registered with the GHSC-PSM Malawi PMU.

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

Sincerely,

Daniel Taddesse
Country Director
GHSC-PSM Malawi

- [End of PSM/Malawi Letter] -
Request for Proposals (RFP)

RFP # PSM-MWI-2020-003
For the provision of

Transportation for Health Commodity Services in Malawi

Contracting Entity:
Chemonics International Inc.
1717 H Street NW
Washington, D.C. 20006

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

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

Prime Contract Number
Prime Contract Number: AID-OAA-I-15-00004

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

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

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

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

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

Please contact Daniel Taddesse, dtaddesse@ghsc-psm.org, with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.
RFP Table of Contents
List of Acronyms
Section I Instructions to Offerors
   I.1 Introduction
   I.2 Offer Deadline
   I.3 Submission of Offers
   I.4 Requirements
   I.5 Source of Funding and Geographic Code
   I.6 Chronological List of Proposal Events
   I.7 Validity Period
   I.8 Evaluation and Basis for Award
   I.9 Negotiations
   I.10 Terms of Subcontract
   I.11 Privity
Section II Background, Scope of Work, Deliverables, and Deliverables Schedule
   II.1. Background
   II.2. Scope of Work
   II.3. Deliverables
   II.4. Deliverables Schedule
Section II Indefinite Quantity Subcontract (Terms and Clauses)
   Annex 1 Sample Proposal Cover Letter
   Annex 3 Required Certifications
   Annex 4 DUNS and SAM Registration Guidance
   Annex 5 Vehicle Verification Checklist
   Annex 7 WHO Technical Report Series, No. 961, 2011/ annex 9 (Model guidance for the storage and
   transport of time- and temperature–sensitive pharmaceutical products)
   Annex 8 Guidance for loading a truck
   Annex 9 Sample Incident Form
   Annex 10 Performance Indicator Reference
   Annex 11 Sample Routing Plan
   Annex 12 Sample Daily progress report
   Annex 13 Sample Proof of Delivery
   Annex 14 VAT Exemption
**List of Acronyms**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CO</td>
<td>USAID Contracting Officer</td>
</tr>
<tr>
<td>CD</td>
<td>Country Director</td>
</tr>
<tr>
<td>COR</td>
<td>USAID Contracting Officer’s Representative</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>DCP</td>
<td>Decentralized Procurement</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulations</td>
</tr>
<tr>
<td>FEFO</td>
<td>First Expiry First Out</td>
</tr>
<tr>
<td>FUP</td>
<td>Fixed Unit Price</td>
</tr>
<tr>
<td>GHSC-PSM</td>
<td>Global Health Supply Chain Program–Procurement and Supply Management</td>
</tr>
<tr>
<td>HF</td>
<td>Health Facilities</td>
</tr>
<tr>
<td>IDIQ</td>
<td>Indefinite Delivery Indefinite Quantity</td>
</tr>
<tr>
<td>IP</td>
<td>Implementing Partner</td>
</tr>
<tr>
<td>LMD</td>
<td>Last Mile Delivery</td>
</tr>
<tr>
<td>LHD</td>
<td>Long Haul Delivery</td>
</tr>
<tr>
<td>LLINs</td>
<td>Long Lasting Insecticidal Nets</td>
</tr>
<tr>
<td>MCLS</td>
<td>Malaria Commodities Logistics System</td>
</tr>
<tr>
<td>M&amp;E</td>
<td>Monitoring and Evaluation</td>
</tr>
<tr>
<td>NICRA</td>
<td>Negotiated Indirect Cost Rate Agreement</td>
</tr>
<tr>
<td>NGO</td>
<td>Nongovernmental organization</td>
</tr>
<tr>
<td>OITD</td>
<td>Outbound Inventory Transaction Details</td>
</tr>
<tr>
<td>PEPFAR</td>
<td>President’s Emergency Plan for AIDS Relief</td>
</tr>
<tr>
<td>PMI</td>
<td>President’s Malaria Initiative</td>
</tr>
<tr>
<td>PMPB</td>
<td>Pharmacy, Medicines, and Poisons Board</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>POD</td>
<td>Proof of Delivery</td>
</tr>
<tr>
<td>PRH</td>
<td>Population and Reproductive Health</td>
</tr>
<tr>
<td>QC</td>
<td>Quality Control</td>
</tr>
<tr>
<td>RDTs</td>
<td>Rapid Diagnostic Tests</td>
</tr>
<tr>
<td>RIRV</td>
<td>Requisition Issue and Receipt Voucher</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>RTKs</td>
<td>Rapid Test Kits</td>
</tr>
<tr>
<td>SAF</td>
<td>Strategic Activities Fund</td>
</tr>
<tr>
<td>SIV</td>
<td>Store Issue Voucher</td>
</tr>
<tr>
<td>SOPs</td>
<td>Standard Operating Procedures</td>
</tr>
<tr>
<td>TLP</td>
<td>Targeted Local Procurement</td>
</tr>
<tr>
<td>U.S.</td>
<td>United States</td>
</tr>
<tr>
<td>USAID</td>
<td>U.S. Agency for International Development</td>
</tr>
<tr>
<td>USAID/Malawi</td>
<td>USAID Mission in Malawi</td>
</tr>
<tr>
<td>USD</td>
<td>U.S. Dollar</td>
</tr>
<tr>
<td>USG</td>
<td>U.S. Government</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
</tr>
</tbody>
</table>
Section I. Instructions to Offerors

1.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) (under prime IDIQ contract number AID-OAA-I-15-00004 for the GHSC-PSM program in Malawi) is soliciting offers from companies and organizations to submit proposals to provide transportation services for health commodities throughout Malawi.

GHSC-PSM endeavors to supply Malawian citizens with lifesaving pharmaceutical and medical supplies and simultaneously build the capacity of government organizations and agencies, health care facilities, among others. The purpose of this RFP is to identify and select multiple logistics services providers (SUBCONTRACTORS) to transport health commodities, which may include antiretroviral medicines, antimalaria medicines and Rapid Diagnostic Tests (RDTs), contraceptives, insecticide-treated bed nets, COVID-19 commodities and other health-related commodities. This includes bi-monthly last mile distribution (LMD) of HIV, malaria, and family planning health commodities and consumables and weekly last mile distribution of COVID-19 commodities. Last mile delivery/distribution requires transportation of health commodities from Lilongwe warehouses to health facilities or other individual service delivery points throughout Malawi. In addition, the LMD of long-lasting insecticide nets (LLINs) during LLIN mass campaigns in identified service delivery points is required.

Chemonics anticipates issuing an award to one or multiple offerors who provide the best and most comprehensive solution to the scope of work for a reasonable cost. The award will be in the form of one or multiple Indefinite Quantity Subcontract (IQS) under which firm fixed price Sub-Task Orders (STOs) may, at Chemonics’s sole discretion, be issued to either a single IQS holder or multiple IQS-holders to procure transportation services. The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the IQS and subcontract, which are incorporated in Section III herein.

The total value of this procurement (all IQSs combined) is not expected to exceed USD $4,500,000, which is inclusive of COVID-19 commodities. The time period for the delivery of transportation services will last for three years, from approximately December 1, 2020 to November 28, 2023 with annual performance review. Chemonics may choose to extend the time period at its sole discretion. During the IQS time period, Chemonics intends to issue STOs based on a combination of factors, including, first, Chemonics’ judgement of the most advantageous price(s) offered by the IQS-holders. Other considerations will include the need for expeditious delivery; the reliability and trustworthiness of the offerors’ performance; unforeseen environmental factors that may affect delivery; force majeure factors; directions from Chemonics’ client(s); compelling host-government or beneficiary considerations; and/or any number of other USAID and/or prime contract considerations.

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

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

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

1.2. Offer Deadline
Offerors shall submit their offers electronically.

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

GHSC-PSM Malawi PMU
PSMMalawi_RFPs@ghsc-psm.org

I.3. Submission of Offers

Instructions for the Submission of Electronic Copies: Offerors are responsible for ensuring their proposals are received by GHSC-PSM by the deadline stated in Section I.2. Offerors wishing to respond to this RFP must submit proposals, in English, on Letter (8.5 x 11”) sized paper, 12-point Times New Roman font, single-spaced, in accordance with the following instructions.

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

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

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

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

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

I.4. Requirements

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

A. General Requirements

Chemonics anticipates issuing one or multiple subcontracts to a Malawian or international company or organization, provided it is legally registered and recognized under the laws of Malawi and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, or civil society organization.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:
(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Malawi upon award of the subcontract.
(ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
(iii) Companies or organizations must have a local presence in Malawi at the time the subcontract is signed.
(iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.¹

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

B. Required Proposal Documents

1. Cover Letter

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

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

a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
b) Copy of company tax registration, or equivalent document.
c) Copy of trade license, or equivalent document.
d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal

¹ If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: https://fedgov.dnb.com/webform Further guidance on obtaining a DUNS number is available from Chemonics upon request.
Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.

e) Applicable documents listed in I.4.A.

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

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

2. Technical Proposal

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

- Part 1: Technical Approach. This part shall not exceed 15 pages. Part 1 includes the following sub-sections:
  
  a. Approach and Methodology: The Offeror should provide a presentation of their strategy and approach to the scope of work described in II.2. Technical proposals should highlight components of the approach including details of the offeror’s response to the specific transportation services responsibilities under schedules 1 and 2 of the scope of work and the resources, technical expertise and equipment which will be utilized to meet the required transportation deliverables detailed under the scope of work of this RFP solicitation during implementation of the proposed subcontract.
  
  b. Fleet Size, Quality and Variety: This part must include details on the total number, variety and adequacy of vehicles in offeror’s fleet (with trucks of varying size that meet the specifications included in the RFP. The offeror’s vehicles should at a minimum comply with all of the standards provided under Annex 6, Vehicle Verification Checklist.
  
  c. Cold-chain Distribution Capacity and Protocols: The offeror should discuss its capacity to distribute cold chain products, types of products requiring distribution. The offeror should discuss any cold-chan equipment it owns and operates, if any, and its experience in handling temperature controlled boxes and/or commodities, and temperature monitoring devices and protocols for monitoring the temperature of commodities while in-transit.
  
  d. Fleet Ownership: Offerors must provide proof of fleet ownership. Offerors will be required to use their own fleet to transport commodities for Chemonics. Offerors may not use third-party fleet or vehicles to transport Chemonics commodities. The offeror must submit one (1) copy of the title and registration for each vehicle that it owns. The title and registration must be valid, and clearly demonstrate that the offeror is the sole owner of the vehicles to be used for transporting Chemonics commodities.
  
  e. Capability for In-Transit Tracking: The offeror must discuss the offeror’s capability for comprehensive in-transit tracking. The offeror is required to have and use Global Positioning (GPS) tracking devices for in-transit tracking, and the capacity to provide route-tracking documentation to Chemonics to verify and validate the specific route taken by any given vehicle that is tasked with delivering Chemonics commodities. The offeror should discuss the number of vehicles in its possession that carries GPS tracking equipment, and confirm that it has the capacity to provide route-tracking and route-validation documentation to Chemonics upon request. Chemonics will confirm the offeror’s proposal during the fleet-evaluation event.
f. Standard Operating Procedures for Cold and Non-Cold Chain Capacity. The offeror is required to submit one (1) copy of the offeror’s established standard operating procedures (SOP) for transportation of all commodities, including temperature controlled goods. The offeror’s SOP should ideally comply with the standards provided under both Annexes 5 and 7 of this RFP. If the offeror’s SOP does not comply with the WHO standards set forth under Annexes 5 and/or 7, but the Offeror is otherwise qualified and selected for award, the offeror will be required to produce and implement standard operating procedures that are compliant with both Annexes 5 and 7 within three (3) months of being selected. Within the 3-month period, Chemonics will provide training to the selected offeror to help raise the offeror’s capacity to meet the standards provided under Annexes 5 and 7. If within three months the offeror is unable to align its SOP with those provided under Annexes 5 and 7, Chemonics may at its sole discretion take action to stop work or terminate its contractual relationship with the selected offeror.

- Part 2: Personnel Management. Part 2 must include a description of the offeror’s capacity to supervise and manage its drivers and overall logistics and distribution management capacity. This part may not exceed 10 pages.

Management Section: Offerors shall propose a distribution and logistics management approach that will implement the scope of work and demonstrate effective manage all technical components listed in Part 1.

Key Personnel:
Offeror must propose key personnel with the required experience described above, who will be responsible for handling logistics and distribution for Chemonics. The selected subcontractor will be required to seek Chemonics’ consent to replace any designated key personnel under the future awarded IaS or STOs. The offeror should include the key personnel most up to date resume, and a full summary of the key personnel’s current job responsibilities. At a minimum, the proposed key personnel’s job responsibilities are expected to be similar to or exceed the aforementioned job requirements.

**Key Personnel:** CVs of key personnel may be included as an Annex and shall not exceed 3 pages.
- **Logistics/Distribution Managers** (Minimum qualification is 2 years of management experience with demonstrated capacity to maintain accurate paper work, data logs, and ability to manage staff to deliver cold chain or non-cold chain items on time and without damage, demonstrated ability to communicate clearly between all distribution parties. Please provide CVs of no more than 3 pages as an annex for your Logistics/Distribution Managers.

Staffing Plan:
Offerors shall propose a staffing plan that demonstrates their personnel’s proposed roles and responsibilities and how proposed personnel will be engaged throughout the duration of the project. Specifically outline how many Logistics/Distribution Managers and Drivers are on staff. Specifically explain the reporting structure between Logistics/Distribution Managers and Drivers; on average, how many drivers does a Logistics/Distribution Manager supervise. Feel free to provide an organization chart that outlines logistics and distribution fleet.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall not exceed 5 pages.

Part 3 must include:
- Description of the company and organization, with appropriate reference to any parent company and subsidiaries.
3. Cost Proposal

Offerors must prepare and submit a cost proposal to Chemonics. The cost proposal, and prices contained therein, will be used by Chemonics to determine which proposals represent the best value and serves as a basis of negotiation before Chemonics awards a subcontract(s). Offerors are strongly encouraged to propose their best and most competitive prices for transportation services.

The maximum aggregate value of all sub-task orders (STOs) awarded to the selected subcontractor(s) under all IQSs is not expected to exceed $4,500,000. The total value of individual STOs solicited or issued under each IQS will depend on the level of work and/or nature of the deliverables required by Chemonics during the period of the IQS.

The offerors’ cost proposal shall consist of the following two parts:

Part 1: Price of Services

Offerors must prepare and present to Chemonics a table showing their best proposed prices for last mile distribution of pharmaceuticals per ton per kilometer (as provided in the sample table under Annex 2) for evaluation. The offeror’s prices (per ton per kilometer should include all of the offeror’s organizational costs. No profit, fees, taxes, or any other additional costs can be added after award. At the award stage, after evaluation is complete, a successful offeror’s prices will be established as fixed prices in an IQS between Chemonics and the winning offeror(s). Chemonics will thereafter, at its sole discretion, order from the IQS holders, using STOs, at the fixed prices established in the IQS. As a result, offerors are strongly encouraged at this time to propose and submit their best, most realistic and reasonable prices in response to this RFP.

Guidance on Budget Preparation: Offerors should read the entire Scope of Work as provided under Section II.2 of the RFP, assess its organizational costs based on the information provided there, and develop their budgets accordingly. In order to prepare a table of prices showing costs per location and weight tiers in kilograms (as requested in the sample table under Annex 2), an offeror must first consider all of its organizational costs (perhaps in a different detailed budget) and then translate those costs into the sample table as provided under Annex 2 of this RFP. Chemonics will not provide technical assistance to offerors on budget preparation. Chemonics expects offerors to consider all of their organizational costs by preparing their own detailed budgets separately, and to then translate the costs of the detailed budget into prices as requested in the sample price table under Annex 2 – by “location” and “weight tiers in kilograms.”
Offerors are encouraged to show in their pricing table that the price of transportation will decrease (per kilogram) should Chemonics order higher volumes of transportation services from successful offerors.

Offerors are not required to submit separate detailed budgets to Chemonics. Offerors are only required to submit a table containing prices in the format as provided in the sample under Annex 2, along with cost notes as requested under Part 2 below. However, Chemonics may at any time during the evaluation period, and at its sole discretion, require offerors to submit additional information to further assess and validate offerors’ proposed prices for allowability, allocability, and reasonability.

All cost information must be expressed in U.S. Dollars (USD).

*Taxes and VAT:* Because GHSC-PSM is a USAID funded project and is implemented under a bilateral agreement between the Malawi and the U.S. Government, offerors must not include VAT and customs duties in their cost proposal.

**Part 2: Cost Notes**

Offerors must prepare and submit Cost Notes that explains the basis for their proposed prices (as provided under Annex 2) taking into account that the price (rate) is applicable to all service delivery points in Malawi. If Chemonics at any time requests additional information from offerors to understand the offerors’ proposed prices, the offerors must submit the additional information requested. The offeror’s cost notes must provide sufficient detail to allow Chemonics to clearly see and understand the types of costs included in the offeror’s proposed tier prices (such as insurance, fuel, labor, maintenance, for example).

In the offeror’s price table and cost notes, Chemonics expects to see a decrease in costs per ton per kilometer as the tonnage increases between an offeror’s 1 tonner and 20 tonner prices. Chemonics reserves the right to request additional price information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror’s proposed prices.

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

Please find under Annex 2 a sample table for preparing your cost proposal.

**I.5. Source of Funding, Authorized Geographic Code, and Source and Origin**

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


The cooperating country for this RFP is Malawi.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of
The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP announcement</td>
<td>August 21, 2020</td>
</tr>
<tr>
<td>RFP published</td>
<td>August 21, 2020</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>September 2, 2020</td>
</tr>
<tr>
<td>Answers provided to questions/clarifications</td>
<td>September 11, 2020</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>September 18, 2020</td>
</tr>
<tr>
<td>Pre-selected companies (estimated)</td>
<td>October 2, 2020</td>
</tr>
<tr>
<td>Fleet evaluation</td>
<td>October 6, 2020</td>
</tr>
<tr>
<td>Subcontract Award (estimated)</td>
<td>October 12, 2020</td>
</tr>
</tbody>
</table>

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to the GHSC-PSM Malawi PMU, at, PSMMalawi_RFPs@ghsc-psm.org no later than 5:00 P.M. September 2, 2020. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

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

Proposal Submission Date. All proposals must be received no later than 3:00 PM EST on Friday, September 18, 2020. Late offers will be considered at the discretion of Chemonics.

Oral Presentations. Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors’ proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the GHSC-PSM office within two (2) days of receiving notification.

Fleet Evaluation. Offerors are required to make their vehicles available for inspection and evaluation by Chemonics. The offeror’s vehicles will be inspected and evaluated against the standards outlined in Annex 6. Offerors should be prepared for this evaluation within two (2) days of receiving notification from Chemonics.

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

I.7. Validity Period
Offerors’ proposals must remain valid for ninety (90) calendar days after the proposal deadline.

I.8. Evaluation and Basis for Award

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

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points as part of the Technical evaluation, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Sub-criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical capacity</td>
<td>Approach and Methodology: Does the technical approach and detailed service implementation methodology proposed fulfill the requirements of the Scope of Work and expected deliverables effectively and efficiently?</td>
<td>35 points</td>
</tr>
<tr>
<td></td>
<td>Fleet Size, Quality, and Variety: Total number, variety and adequacy of vehicles (Please refer to Annex 6, the vehicles verification checklist) in offeror’s fleet (with trucks of varying size that meet the specifications included in the RFP);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cold-Chain Equipment and Distribution Protocols: The offeror’s possession of adequate and working temperature-controlled equipment such as refrigerated vehicles, electrical cold boxes, data loggers, to convey commodities and availability of temperature monitoring devices or verifiable and acceptable protocols for the temperature monitoring);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proof of Fleet Ownership: Chemonics will use the offeror’s title and registration to confirm the whether the offeror owns its entire fleet.</td>
<td></td>
</tr>
<tr>
<td>Capability for comprehensive in-transit tracking (GPS). Does the offeror have the capacity to track its vehicles on any given route, and provide accurate and genuine route-verification data to Chemonics upon request?</td>
<td>10 points</td>
<td></td>
</tr>
<tr>
<td>Standard Operating Procedures: The offeror’s standard operating practices (e.g. the offer has established rules for customer service, maintenance/servicing for vehicles in fleet, security, proper driver’s licenses for the drivers, personnel rotation, etc.).</td>
<td>10 points</td>
<td></td>
</tr>
</tbody>
</table>

**Performance Capability**

| Past Performance - Successful past performance providing services as requested in the RFP. Please include at least three (3) references from current clients as part of proposal submission (including name, address, representative, phone, and email address). | 25 points |

| Personnel Qualifications – Logistics/Distribution Managers meet qualifications and can demonstrate competency level to manage health commodities distribution such as cold chain products, managing drivers, and providing reliable ad responsive communications and logistics between the vendor and various buyers. Proposed personnel must have at least two or more years of this type of experience, as well as successfully transporting high value cold and non-cold cargo. | 10 points |

| Company/Organization/Offeror’s proven ability to dispatch appropriate vehicles quickly upon request (fleet responsiveness, agility, and location(s)). | 10 points |

**Total Points** | 100 points |

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the GHSC-PSM project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.
I.9. Negotiations

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

I.10. Terms of Subcontract

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

I.11. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.

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

II.1. Background

In April 2015, USAID announced a new approach to purchasing and distributing life-saving medicine and health supplies funded through its USAID Global Health programs in support of HIV/AIDS, Malaria, and Reproductive Health. USAID awarded the Global Health Supply Chain Program—Procurement and Supply Management project (GHSC-PSM) to Chemonics International as the lead contractor. An official program of USAID, GHSC-PSM’s goal is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded public health initiatives around the world, including Malawi. Chemonics International, Inc. is implementing GHSC-PSM in Malawi.

The purpose of this RFP is to solicit proposals for transportation of health commodities that require a) cold chain and/or b) non-cold chain transportation services for temperature sensitive pharmaceuticals, laboratory reagents/consumables, non-medical consumables and other health products in Malawi. The selected subcontractor(s) will be required to facilitate transportation of these health products and other items from the project-supported warehouses located in Lilongwe to over 650 Service Delivery Points (SDPs) in the designated routes/zones of the 28 regions of Malawi, as stipulated every week or at other intervals as specified by GHSC-PSM in Malawi.

Chemonics seeks to partner with best-in-class service provider(s) with: a strong background in cold chain and non-cold chain transportation of high value commodities, the capacity to achieve industry standard performance indicators for shipping and order accuracy, and the ability to scale its operational capacity to meet the growing needs of Chemonics’ local counterparts in Malawi.
The contract(s) awarded will be an indefinite quantity subcontract utilizing firm fixed unit prices for delivery locations in Malawi and the volume of goods to be delivered to those locations. Task Orders will be placed for required transportation and delivery services under the subcontract. The awarded subcontract will include a statement of the ceiling price, the scope of work, Chemonics standard terms and conditions, the guiding Federal Acquisition Regulation (FAR) and U.S. Agency for International Development (USAID) clauses, and invoicing information.

II.2. Scope of Work

The purpose of the final awarded subcontract(s) is to engage the successful offeror(s) as part of a pool of pre-qualified subcontractors to provide services to GHSC-PSM for the handling, transportation and distribution of cold chain and non-cold chain pharmaceutical and health care products to some or all of the health facilities within the SDPs identified by GHSC-PSM in Malawi. The selected subcontractor(s) will implement and follow the World Health Organization (WHO) Good Distribution Practices (GDP) for Pharmaceutical and Laboratory Products (WHO Technical Report Series No. TRS 957, 2010, Annex 5), WHO Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Technical Report Series No. 961, 2011 Annex 9), Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011) and consultation provided by GHSC-PSM on relevant quality standards. The selected subcontractor(s) shall be responsible for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor’s custody. The final awarded subcontract(s) will utilize firm fixed unit prices per kilogram of weight based on a) delivery from the project-supported warehouses located in Lilongwe to over 650 Service Delivery Points (SDPs) in the designated routes of the 28 districts of Malawi, and b) the volume of goods to be delivered to those locations (see Annex 2).

The Subcontractor will maintain at all times adequate documentation including written instructions, Standard Operating Procedures (SOPs) for all operations and particularly for:

a. Training in relation to good distribution practice, regulations, and safety specific to temperature-controlled goods and cold chain
b. Vehicle maintenance
c. Security
d. Temperature equipment maintenance
e. Shipment receiving and confirmation
f. Loading a truck
g. Cold chain packaging, loading and distribution
h. Pharmaceutical product distribution
i. Incident management and reporting
j. Daily operations reporting
k. Disaster recovery plan

This arrangement is intended to conserve time and maximize efficiency, while ensuring the highest quality of service and contributing to an economy of scale in Malawi relevant to the transport and distribution of health care products. Handling, transportation, and distribution tasks will be coordinated by GHSC-PSM in Malawi. GHSC-PSM in Malawi will verify the documentation for services provided by the selected subcontractor(s) and will pay the selected subcontractor(s) for those services upon GHSC-PSM’s acceptance of the services.

Last mile delivery (LMD), shall be conducted every two months (unless otherwise specified) and shall be based on Malawi Ministry of Health developed distribution and routing plans. LMD will take place between
GHSC-PSM Lilongwe warehouses and health facilities or other designated service delivery points. LMD shall include commodity redistribution within health facilities and reverse logistics for the removal of expired or defective health commodities as required. Quantities, locations, and other details will be provided with the distribution plan/delivery order. The four (4) categories of distribution services are listed below, with the locations to be awarded found in Annex 2.

### II.2.1 Categories of Distribution Services

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD-001</td>
<td>LMD of pharmaceutical grade health commodities, including malaria pharmaceuticals, rapid diagnostic test kits, laboratory reagents and/or consumables and other related commodities from Lilongwe warehouse to health facilities or other designated service delivery points within Malawi.</td>
</tr>
<tr>
<td>LMD-002</td>
<td>LMD of LLINs from Lilongwe warehouse to health facilities or other service delivery points within Malawi.</td>
</tr>
<tr>
<td>LMD-003</td>
<td>LMD of COVID-19 commodities Lilongwe warehouse locations to public district, central and rural hospitals throughout Malawi.</td>
</tr>
<tr>
<td>LMD-004</td>
<td>LMD and specialized and innovative vendor managed inventory (VMI), referred to as Direct Delivery and Information Capture (DDIC). DDIC is used for the distribution of malaria, family planning commodities and maternal, newborn and child health program products from Lilongwe warehouse to health facilities within Malawi.</td>
</tr>
</tbody>
</table>

### II.2.2 Subcontractor Responsibilities

For each task order issued hereunder, the Subcontractor shall complete the following:

**General**

- Load vehicles and confirm that the commodities loaded correspond to the shipment documentation, proofs of delivery (PODs), requisition and receipt vouchers (RIRVs) if applicable, and the routing plan for each distribution cycle. Discrepancies, damage, or other issues shall be noted and reported immediately.
- Deliver all commodities in packs (or bales for LLINs) for ease of handling during transportation and load the correct number of packs/bales as indicated in the special issue voucher (SIV), if applicable, at the originating warehouse(s). Proofs of delivery (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).
- Offload and deliver the correct quantity of commodities and transfer them to the respective health facility in accordance with the distribution plan/delivery order into the designated/identified receiving spaces; transference of custody shall be given to the designated receiving officer upon signing of the POD.
- Carefully monitor the distribution and rapidly address any issues that arise including issues related to accessibility, vehicle breakdown, lagging delivery times or security. GHSC-PSM shall be notified immediately through phone calls and subsequently with an email within 24 hours regarding any issues that arise that will hinder completion of distribution within the stipulated timelines.
- Provide adequate resources to complete all deliveries to required destinations within the stipulated time intervals.
- Provide licensed drivers who comply with a strict “no drinking”, “no drug use” policy.
Distributions

- Distribution plans/delivery orders shall be provided on a bi-monthly basis (or other intervals as may be specified).
- Subcontractor shall be required to begin transporting the health commodities within 48 hours (2 working days) of receipt of distribution plan/delivery orders.
- Subcontractor shall confirm the distribution plan/delivery order and estimated total cost provided by Chemonics in writing one (1) day before commencement of distribution. For LMD (other than DDIC), Subcontractor shall also submit a routing plan one with the confirmation of the distribution plan 1 day before commencement of distribution.
- Distribution plans/delivery orders will include the name and quantities of products that will be delivered to (and/or retrieved from) each service delivery point(s) and/or warehouse, the unit rate and the total estimated cost for the distribution cycle.
- Deliveries shall be made between the hours of 8:00 A.M and 4:00 P.M. Mondays through Fridays, excluding public holidays.

Period of Performance for Each Service Category

<table>
<thead>
<tr>
<th>Reference</th>
<th>Commodity</th>
<th>Number of Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD-001</td>
<td>Pharma/Consumables</td>
<td>5 per district from day of dispatch</td>
</tr>
<tr>
<td>LMD-002</td>
<td>LLIN</td>
<td>5 per district from day of dispatch</td>
</tr>
<tr>
<td>LMD-003</td>
<td>Cold Chain</td>
<td>5 per district from day of dispatch</td>
</tr>
</tbody>
</table>

Other Last Mile Delivery

- Where necessary, the Subcontractor shall collect from facilities excess, short-dated and/or expired stock as specified in the delivery plan or per instructions from Chemonics.
- Subcontractor shall provide “emergency order requirements” to service delivery points if requested by Chemonics, provided adequate stock is available, within 48 hours (inclusive of weekends) of notification.
- Subcontractor shall notify Chemonics authorized representative immediately during distribution if:
  - There are requests for additional supplies (to prevent stock out at the facility); and
  - If complaints are received that stock supplied to the service delivery points may expire, considering the consumption rate and expiry date of the product.

Performance Evaluation

Chemonics will measure 3PL performance using the following metrics at a minimum. See also KPI Report (Appendix 7.8). KPI’s include but are not limited to below.

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description/Measurement</th>
<th>Expected Performance Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD Progress Reporting</td>
<td>Daily distribution Update on time</td>
<td>99%</td>
</tr>
<tr>
<td>LMD On Time Delivery</td>
<td>Planned Date against Actual Date of Delivery Compliance</td>
<td>99%</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Product Loss In -Transit</td>
<td>Loss reported on the LMD discrepancy Report</td>
<td>99.9%</td>
</tr>
<tr>
<td>Rendition of proof of Deliveries (PODs)</td>
<td>Submission of PODs after distribution completion within stipulated timeframe</td>
<td>99%</td>
</tr>
<tr>
<td>Response to GHSM-PSM queries</td>
<td>Timely and completeness of responses to queries</td>
<td>98%</td>
</tr>
<tr>
<td>On time Submission of Route Plans</td>
<td>Submission of Route Plans on time after receiving the distribution lists</td>
<td>99.9%</td>
</tr>
<tr>
<td>Order Fulfillment variances</td>
<td>Any failure to fulfill an order</td>
<td>0%</td>
</tr>
</tbody>
</table>

II.2.3 Vehicles, Equipment and Containers

General
- All trucks to be used for the distribution services shall be subject to a visual inspection prior to commencement of required tasks. Prior to any distribution services, truck make and model, as well as plate numbers of the trucks to be used and any parking locations shall be provided to the designated Chemonics’s representative.
- Passenger vehicles, leased from public or private transportation organizations, from motor parks/garages, shall not be deployed or used for the distribution of the health commodities.
- Vehicles shall meet the following minimum requirements, but they can include additional conditions which assure the quality, security and integrity of the health commodities being conveyed:
  a. In proper working order, with no damage that would impact their ability to operate;
  b. Appropriate for the volume and type of commodities being shipped;
  c. Clean, dry, and free of vermin;
  d. Lockable cargo compartments;
  e. Well serviced and regularly maintained with evidence of a maintenance log; and
  f. For pharmaceutical grade commodities (cold chain and pharma grade), compartments must be well covered and padded to ensure that temperature within the compartments are conducive and similar to warehousing storage conditions.
- Equipment and containers must be suitable for their use, clean, and appropriately protect products from exposure to conditions that could affect their stability or packaging integrity.
- SOPs shall be in place for all vehicles and equipment involved in the distribution process, including: cleaning, pest control, ensuring the product’s identity is maintained, prevention of cross-contamination, precautions against spillage or breakage, procedures for transportation of hazardous products which can present risks of abuse, cleaning, maintenance, fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles), process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, and theft or misappropriation thereof.
- Waste shall be collected in designated closed containers and arranged for safe disposal at frequent intervals.
- Cleaning records shall be maintained for vehicles and for reusable shipping containers.
• Vehicles must be loaded in a manner that cargo is stable and limits the possibility of shifting during transport. Necessary materials should be used to secure the cargo to prevent movement and subsequent damage to the cargo.

• Damage to containers and any other event or problem which occurs during transit must be recorded, reported to Chemonics, and investigated, as necessary.

• Vehicle tracking devices such as a Global Positioning System (GPS) shall be utilized to monitor the location of vehicles from pickup from the storage point to delivery at the facility.

**Proofs of Delivery**

• PODs (See Annex 10 for sample POD) shall include the following:
  - Consignee name and address
  - Description of goods
  - Unit pack: quantity, weight, volume, batch number, manufactured and expiry dates, and unit prices
  - Temperature at the point of dispatch/receipt (°C) for cold chain commodities
  - Details of issuing warehouse/distribution agents and the service delivery point representative; and
  - Quantities of commodities distributed for the GHSC-PSM project

• Electronic proof of delivery (e-POD) systems with real-time cloud access and GPS tracking shall be utilized to increase accuracy and efficiency. Subcontractor shall be provided one delivery cycle to begin implementation of the e-POD system. Both hard copies and e-POD shall be used for deliveries.

• For deliveries during the transition to e-PODs, Subcontractor may also be required to utilize paper PODs. If paper PODs are required, they must be individually and uniquely numbered and come in quadruplicate. The original copy shall be retained by the Subcontractor and returned to the Chemonics for invoicing and payments. The other three (3) copies shall be distributed to (1) the receiving health facility (2) the health facility respective District Health Office (DHO), and (3) the Chemonics’s copy.

**II.2.4 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; and
   iv. GPS tracking is available in real-time from point of loading to destination.

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 task orders issued hereunder.

c. Immediately upon occurrence of any Force Majeure Event, the Subcontractor shall implement the alternate performance deliverable timelines and, unless the parties agree otherwise, make best efforts to recover data and resume operations within forty-eight (48) hours thereafter.

d. Should the Subcontractor suffer a Force Majeure Event, the Subcontractor shall use all reasonable efforts to ensure the continuity of services. If after implementation of an approved alternate delivery timetable, the Force Majeure Event prevents the Subcontractor from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) Business Days, Chemonics may terminate this Subcontract in accordance with Section C.6.

II.3 Chemonics/GHSC-PSM Responsibilities

- Chemonics will provide distribution lists by district and by health facility containing the product details and quantities in readiness for commencement of distribution.
- Chemonics will provide an updated list of service delivery points per district prior to the commencement of a distribution. Depending on the directives of the USG and/or the needs of supported implementing partners, the location and number of the facilities may vary.
- In line with the information submitted by the Subcontractor or the facility/IP on excess or shortfall of supplies that may result in expiries or stock out, Chemonics will advise on stock redistribution either from the warehouse and/or other service delivery points as appropriate to avert wastage or expiries.
- Chemonics will prepare and ensure that the state officials, and other relevant stakeholders in the respective states, health workers in the respective health facilities, and relevant stakeholders are ready and available for the distribution and receipt of commodities in the respective facilities.

II.4 Deliverables

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

Deliverable No. 1: Delivery routing plan and Truck Deployment Plan (TDP) (see Annex 1 for a sample routing plan)

- Upon receipt of the distribution plan from Chemonics, the SUBCONTRACTOR shall confirm the distribution plan/delivery order and estimated total cost and share the transport delivery routing plan for each district at least 24 hours before delivery commencement. Chemonics will assist in reviewing and finalizing the transport delivery routing plan(s), which will include the following:
  - Route number and health facilities and districts covered by each route;
  - The total volume of health commodities per district and per route;
  - For each distribution vehicle: the registration number, volume capacity and tonnage capacity;
  - The vehicle loading and dispatch dates, the delivery commencement date, expected
• delivery date at each facility and duration of the distribution for that vehicle;
• If a distribution vehicle is covering two (2) routes or more, the delivery commencement data and duration must be provided for each route.

Deliverable No. 2: Daily distribution update (see Annex 2 for a sample daily distribution update)

Throughout the distribution, the SUBCONTRACTOR shall send a daily distribution update, (in Excel format until e-POD system is fully enabled to provide such daily update in the cloud), to Chemonics. The daily update shall cover the date order received, number of health facilities with order, number of health facilities delivered till date, expected completion date, actual completion date, completion status (percentage), percentage on-time delivery and comment on status of delivery (i.e. ongoing, completed).

Deliverable 3: Notification of distribution completion

Upon distribution completion, the SUBCONTRACTOR shall send the following:
• A complete distribution list file with planned and actual dates of delivery for each health facility supported by PODs
• An end of distribution report will be provided by the SUBCONTRACTOR. It will contain the delivery reconciliation report, indicating quantities of each commodity that were to be delivered for each facility per the last mile delivery order shared by Chemonics, and the quantities that were delivered. It will also contain a report of all health facilities where commodities could not be delivered and the reason for the non-delivery, and any other delivery challenges experienced during the distribution. The report shall be prepared separately by state for each donor supported program. The end of distribution report shall be separate from the technical review meeting requirements, but forms part of the reviews during such meetings
• A complete list of all routes covered during the distribution indicating the vehicle registration number, tonnage, and volume with the supporting documentation.
• All hard copies of the Inventory Return Report if any, and for all commodities being returned to the warehouse. POD for commodities returned shall be sign by the warehouse officer.
• All hard copies of original PODs (if e-POD is not utilized) signed by health facilities which have been re-supplied; scanned copies, in PDF format in accordance to A.2.ii above. In addition to the existing data fields on the delivery notes, the hard copy PODs shall also indicate the time of receipt of the commodities by the receiver at the health facility or designated SDP
• Transmission of e-PODs for all deliveries during distribution. If/when e-PODs are not utilized, at the end of each state distribution, the SUBCONTRACTOR representative shall provide hard copies of all the health facilities PODs to the Chemonics state representative in each state or any other location as may be required by Chemonics. This PODs transmission requirement is different from the POD and invoicing requirement which is provided for all states at the end of distribution by the 3PL.

Deliverable 4: Proof of temperature monitoring for cold chain pharmaceutical LMD and long-haul distributions. Upon completion of the delivery round, the SUBCONTRACTOR shall submit temperature charts and/or downloads utilized.

II.5 Deliverables Schedule
The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule:

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Name</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery routing plan</td>
<td>24 hours after receipt of the distribution/routing plan from Chemonics before delivery commences</td>
</tr>
<tr>
<td>2</td>
<td>Daily distribution update</td>
<td>By 9am for preceding day’s deliveries until the e-POD system is fully operational. Thereafter, 5-6pm every day during the distribution</td>
</tr>
<tr>
<td>3</td>
<td>Notification of distribution completion</td>
<td>48 hours after the completion of distribution</td>
</tr>
<tr>
<td>4</td>
<td>Proof of Temperature Monitoring</td>
<td>48 hours after the completion of distribution</td>
</tr>
<tr>
<td>5</td>
<td>PODs Transmission</td>
<td>48hrs after the completion of distribution</td>
</tr>
<tr>
<td>6</td>
<td>End of Distribution Report</td>
<td>3 business days after the completion of distribution</td>
</tr>
</tbody>
</table>

*Deliverable numbers and names refer to those fully described in II.3 above.*
Section III    Indefinite Quantity Subcontract (Terms and Clauses)

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

Between

CHEMONICS INTERNATIONAL INC.

And

(add subcontractor name and address here)
Hereinafter referred to as Subcontractor

for

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

USAID Prime IDIQ Contract Number No. AID-OAA-I-15-00004

Subcontract number: (insert Subcontract Number here)
Start Date: December 1, 2020
End Date: November 28, 2023
IDIQ Ceiling: $4,500,000 (Maximum aggregate value of all orders awarded)

ISSUED BY:
Chemonics International Inc.
1717 H Street, N.W.
Washington, D.C. 20006

ISSUED TO:
[Insert subcontractor name and address]

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

Subcontractor DUNS Number:
[insert Subcontractor DUNS for awards valued at $30,000 USD or higher unless exempted. Delete of not applicable.]
Contents

SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES ...................................................... 29
SECTION B. SUBCONTRACT TYPE AND ORDERS .............................................................................. 36
SECTION C. ORDERING PROCEDURES .............................................................................................. 37
SECTION D. REPORTING AND TECHNICAL DIRECTION ................................................................. 40
SECTION E. PERIOD OF PERFORMANCE ........................................................................................... 40
SECTION F. INVOICING AND PAYMENT ............................................................................................ 40
SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS ............................................... 41
SECTION H. AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED] .................................. 41
SECTION I. INTELLECTUAL PROPERTY RIGHTS ............................................................................. 42
SECTION J. INSURANCE ..................................................................................................................... 42
SECTION K. LIABILITY FOR LOST OR DAMAGED GOODS ......................................................... 42
SECTION L. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS ........................................ 43
SECTION M. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS ................................. 44
SECTION N. PRIVACY OF CONTRACT AND COMMUNICATIONS .................................................. 44
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 ........................................................................................ 44
SECTION P. GOVERNING LAW AND RESOLUTION OF DISPUTES ................................................. 45
SECTION Q. SET-OFF CLAUSE .......................................................................................................... 45
SECTION R. ASSIGNMENT AND DELEGATION ............................................................................... 45
SECTION S. ORGANIZATIONAL AND CONFLICTS OF INTEREST ............................................... 45
SECTION T. GRATUITIES AND ANTI-KICKBACK .............................................................................. 46
SECTION U. TERRORIST FINANCING PROHIBITION/EXECUTIVE ORDER 13224 ............................ 46
SECTION V. RESTRICTIONS ON CERTAIN FOREIGN PURCHASE (FAR 52.225-13) ......................... 46
SECTION W. COMPLIANCE WITH U.S. EXPORT LAWS ..................................................................... 46
SECTION X. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS ................................. 47
SECTION Y. SUBCONTRACTOR PERFORMANCE STANDARDS ...................................................... 47
SECTION Z. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS ......................................... 49
SECTION AA. REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT .................................. 49
SECTION BB. MISCELLANEOUS ...................................................................................................... 49
SECTION CC. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS ......................................................................................... 51
SECTION GG. REPRESENTATIONS AND CERTIFICATIONS ............................................................. 67
SECTION HH.  PURCHASE ORDER TEMPLATE ............................ ERROR! BOOKMARK NOT DEFINED.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION............ ERROR! BOOKMARK NOT DEFINED.

52.203-11  CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS ........................................ ERROR! BOOKMARK NOT DEFINED.

EVIDENCE OF RESPONSIBILITY ............................................................. ERROR! BOOKMARK NOT DEFINED.

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING ........ ERROR! BOOKMARK NOT DEFINED.

SUBCONTRACTOR SIZE SELF-CERTIFICATION FORM ........................... ERROR! BOOKMARK NOT DEFINED.

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  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 delivery, indefinite quantity subcontract (Subcontract) is made by and between Chemonics Foundation Malawi, (Chemonics) and [insert subcontractor name] [insert subcontractor acronym]. Chemonics is the lead contractor awarded the USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project on a prime indefinite delivery, indefinite quantity (IDIQ) contract with orders as referenced on the cover page funded by the United States Agency for International Development (USAID).

GHSC-PSM facilitates the supply of health commodities in support of United States Government (USG) funded public health initiatives in Malawi by providing direct procurement and supply chain management support to USAID programs, the President’s Emergency Plan for AIDS Relief (PEPFAR), the President’s Malaria Initiative (PMI), Population and Reproductive Health (PRH), and USAID’s goal to End Preventable Child and Maternal Deaths (EPCMD) as well as provide systems strengthening technical assistance to improve supply chain management and commodity security around the world.

A.2.  Scope of Work

Chemonics implements the GHSC-PSM project and will be responsible for facilitating the distribution of cold chain and non-cold chain pharmaceutical and health care products to all the health facilities within the service delivery points (SDPs) identified by GHSC-PSM Project in Malawi on behalf of USAID.

This subcontract represents and comprises Chemonics’ 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.


The Subcontractor will maintain at all times adequate documentation including written instructions, Standard Operating Procedures (SOPs) for all operations and particularly for:

a. Training in relation to good storage practice, regulations and safety specific to temperature-controlled goods
b. Vehicle maintenance
c. Security
d. Shipment receiving and confirmation
e. Loading a truck
f. Pharmaceutical product distribution
g. Incident management and reporting
h. Daily operations reporting
The Subcontractor shall report on performance as required in reports and deliverables and for the key performance indicators in Section Y and purchase order performance requirements included in Section C.4. The Subcontractor shall take all direction and instructions as pertains to the GHSC-PSM commodities from the designated GHSC-PSM 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 Responsibilities

General
For each task order issued hereunder, the Subcontractor shall complete the following:

- Load vehicles and confirm that the commodities loaded correspond to the shipment documentation, and the routing plan for each distribution cycle. Discrepancies, damage, or other issues shall be noted and reported.
- Offload and deliver the correct quantity of commodities and transfer to the respective health facility in accordance to the distribution plan/delivery order into the designated/identified receiving spaces; transference of custody shall be given to the designated receiving officer.
- Carefully monitor the distribution and rapidly address any issues that arise including issues related to accessibility, vehicle breakdown, lagging delivery times or security. GHSC-PSM shall be notified immediately through phone calls and subsequently with an email within 24 hours regarding any issues that arise that will hinder completion of distribution within the stipulated timelines.
- Provide adequate resources to complete all deliveries to required destinations within the stipulated time intervals.
- Provide licensed driver that comply with a strict “no drinking” policy.

Distribution

- Distribution plans/delivery orders shall be provided to the Subcontractor by GHSC-PSM Project on a bi-monthly basis (or other intervals as may be specified).
- Subcontractor shall be required to begin transporting the health commodities within 48 hours (2 working days) of receipt of distribution plan/delivery orders.
- Subcontractor shall confirm the distribution plan/delivery order and estimated total cost provided by Chemonics in writing one (1) day before commencement of distribution. For LMD (other than DDIC), Subcontractor shall also submit a routing plan one with the confirmation of the distribution plan 1 day before commencement of distribution.
- Distribution plans/delivery orders will include the name and quantities of products that will be delivered to (and/or retrieved from) each service delivery point(s) and/or warehouse, the unit rate and the total estimated cost for the distribution cycle.
- Deliveries shall be made between the hours of 8:00 A.M and 4:00 P.M. Mondays through Fridays, excluding public holidays.

Period of Performance for Each Service Category

<table>
<thead>
<tr>
<th>Reference</th>
<th>Commodity</th>
<th>Number of Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD-001</td>
<td>Pharma /Consumables</td>
<td>5 per district from day of dispatch</td>
</tr>
</tbody>
</table>
PART.FT.039, Rev.008, 23 December 2015
FO.LPRT.FT.002

<table>
<thead>
<tr>
<th>LMD-002</th>
<th>LLIN</th>
<th>5 per district from day of dispatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD-003</td>
<td>Cold Chain</td>
<td>5 per district from day of dispatch</td>
</tr>
<tr>
<td>LMD-004</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Last Mile Delivery**

- Where necessary, the Subcontractor shall collect from facilities excess, short-dated and/or expired stock as specified in the delivery plan or per instructions from Chemonics.
- Subcontractor shall provide “emergency order requirements” to service delivery points if requested by Chemonics, provided adequate stock is available, within 48 hours (inclusive of weekends) of notification.
- Subcontractor shall notify Chemonics authorized representative immediately during distribution if:
  - There are requests for additional supplies (to prevent stock out at the facility); and
  - If complaints are received that stock supplied to the service delivery points may expire, considering the consumption rate and expiry date of the product.

**A.2.ii Vehicles, Equipment and Containers**

**General**

- All trucks to be used for the distribution services shall be subject to a visual inspection prior to commencement of required tasks. Prior to any distribution services, truck make and model, as well as plate numbers of the trucks to be used and any parking locations shall be provided to the designated Chemonics’s representative.
- Passenger vehicles, leased from public or private transportation organizations, from motor parks/garages, shall not be deployed or used for the distribution of the health commodities.
- Vehicles shall meet the following minimum requirements, but they can include additional conditions which assure the quality, security and integrity of the health commodities being conveyed:
  a. In proper working order, with no damage that would impact their ability to operate;
  b. Appropriate for the volume and type of commodities being shipped;
  c. Clean, dry, and free of vermin;
  d. Lockable cargo compartments;
  e. Well serviced and regularly maintained with evidence of a maintenance log;
- Equipment and containers must be suitable for their use, clean, and appropriately protect products from exposure to conditions that could affect their stability or packaging integrity.
- SOPs must be in place for all vehicles and equipment involved in the distribution process, including: cleaning; pest control; ensuring the product’s identity is maintained; prevention of cross-contamination; precautions against spillage or breakage, procedure for transportation of hazardous products which present risks of abuse, cleaning, maintenance, fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles), process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, theft or misappropriation thereof.
- Waste shall be collected in designated closed containers and arranged for safe disposal at frequent intervals.
- Cleaning records shall be maintained for vehicles and for reusable shipping containers.
- Vehicles must be loaded in a manner that cargo is stable and limits the possibility of shifting during transport. Necessary materials should be used to secure the cargo to prevent movement and subsequent damage to the cargo.
- Damage to containers and any other event or problem which occurs during transit must be recorded, reported to Chemonics, and investigated, as necessary.
- Vehicle tracking devices such as a Global Positioning System (GPS) shall be utilized to monitor the location of vehicles from pickup from the storage point to delivery at the facility.

- Proof of delivery (POD) systems.

- PODs (See Annex 10 for sample POD) shall include the following:
  - Consignee name and address
  - Description of goods
  - Unit pack: quantity, weight, volume, batch number, manufactured and expiry dates, and unit prices
  - Temperature at the point of dispatch/receipt (°C) for cold chain commodities
  - Details of issuing warehouse/distribution agents and the service delivery point representative; and
  - Quantities of commodities distributed for the GHSC-PSM project

- Electronic proof of delivery (e-POD) systems with real-time cloud access and GPS tracking shall be utilized to increase accuracy and efficiency. Subcontractor shall be provided one delivery cycle to begin implementation of the e-POD system. Both hard copies and e-POD shall be used for deliveries.

- For deliveries during the transition to e-PODs, Subcontractor may also be required to utilize paper PODs. If paper PODs are required, they must be individually and uniquely numbered and come in quadruplicate. The original copy shall be retained by the Subcontractor and returned to the Chemonics for invoicing and payments. The other three (3) copies shall be distributed to (1) the receiving health facility (2) the health facility respective District Health Office (DHO), and (3) the Chemonics’s copy.

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:
  - Planned routes for transit of vehicles are the safest available, based on an assessment of the various options;
  - Vehicles are parked in secure locations after close of business to ensure both commodity and vehicle security;
  - 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.3. Chemonics/GHSC-PSM Responsibilities

• Chemonics will provide distribution lists by district and by health facility containing the product details and quantities in readiness for commencement of distribution.

• Chemonics will provide an updated list of service delivery points per district prior to the commencement of a distribution. Depending on the directives of the USG and/or the needs of supported implementing partners, the location and number of the facilities may vary.

• In line with the information submitted by the Subcontractor or the facility/IP on excess or shortfall of supplies that may result in expiries or stock out, Chemonics will advise on stock redistribution either from the warehouse and/or other service delivery points as appropriate to avert wastage or expiries.

• Chemonics will prepare and ensure that the state officials, and other relevant stakeholders in the respective states, health workers in the respective health facilities and relevant stakeholders are ready and available for the distribution and receipt of the commodities in the respective facilities.

A.4. Deliverables

Deliverable No. 1: Delivery routing plan and Truck Deployment Plan (TDP) (see Annex 1 for a sample routing plan)

• Upon receipt of the distribution plan from Chemonics, the SUBCONTRACTOR shall confirm the distribution plan/delivery order and estimated total cost and share the transport delivery routing plan for each state at least 24 hours before delivery commencement. Chemonics will assist in reviewing and finalizing the transport delivery routing plan(s), which will include the following:
  • Route number and health facilities and districts covered by each route;
  • The total volume of health commodities per district and per route;
  • For each distribution vehicle: the registration number, volume capacity and tonnage capacity;
  • The vehicle loading and dispatch dates, the delivery commencement date, expected delivery date at each facility and duration of the distribution for that vehicle;
  • If a distribution vehicle is covering two (2) routes or more, the delivery commencement data and duration must be provided for each route.

Deliverable No. 2: Daily distribution update (see Annex 2 for a sample daily distribution update)
Throughout the distribution, the SUBCONTRACTOR shall send a daily distribution update, (in Excel format until e-POD system is fully enabled to provide such daily update in the cloud), to Chemonics. The daily update shall cover the date order received, number of health facilities with order, number of health facilities delivered till date, expected completion date, actual completion date, completion status (percentage), percentage on-time delivery and comment on status of delivery (i.e. ongoing, completed).

**Deliverable 3: Notification of distribution completion**

Upon distribution completion, the SUBCONTRACTOR shall send the following:

- A complete distribution list file with planned and actual dates of delivery for each health facility supported by PODs
- An end of distribution report will be provided by the SUBCONTRACTOR. It will contain the delivery reconciliation report, indicating quantities of each commodity that were to be delivered for each facility per the last mile delivery order shared by Chemonics, and the quantities that were delivered. It will also contain a report of all health facilities were commodities could not be delivered and the reason for the non-delivery, and any other delivery challenges experienced during the distribution. The report shall be prepared separately by state for each donor supported program. The end of distribution report shall be separate from the technical review meeting requirements, but forms part of the reviews during such meetings.
- A complete list of all routes covered during the distribution indicating the vehicle registration number, tonnage, and volume with the supporting documentation.
- All hard copies of the Inventory Return Report if any, and for all commodities being returned to the warehouse. POD for commodities returned shall be sign by the warehouse officer.
- All hard copies of original PODs (if e-POD is not utilized) signed by health facilities which have been re-supplied; scanned copies, in PDF format in accordance to A.2.ii above. In addition to the existing data fields on the delivery notes, the hard copy PODs shall also indicate the time of receipt of the commodities by the receiver at the health facility or designated SDP.
- Transmission of e-PODs for all deliveries during distribution. If/when e-PODs are not utilized, at the end of each state distribution, the SUBCONTRACTOR representative shall provide hard copies of all the health facilities PODs to the Chemonics state representative in each state or any other location as may be required by Chemonics. This PODs transmission requirement is different from the POD and invoicing requirement which is provided for all states at the end of distribution by the 3PL.

**Deliverable 4: Proof of temperature monitoring for cold chain pharmaceutical LMD and long-haul distributions.** Upon completion of the delivery round, the SUBCONTRACTOR shall submit temperature charts and/or downloads utilized.

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

**A.5. Deliverables Schedule**

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:
"Content will be developed further based on the successful Offeror’s proposal and Section II of the RFP."

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Name</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery routing plan</td>
<td>24 hours after receipt of the distribution/routing plan from Chemonics before delivery commences</td>
</tr>
<tr>
<td>2</td>
<td>Daily distribution update</td>
<td>By 9am for preceding day’s deliveries until the e-POD system is fully operational. Thereafter, 5-6pm every day during the distribution</td>
</tr>
<tr>
<td>3</td>
<td>Notification of distribution completion</td>
<td>48 hours after the completion of distribution</td>
</tr>
<tr>
<td>4</td>
<td>Proof of Temperature Monitoring</td>
<td>48 hours after the completion of distribution</td>
</tr>
<tr>
<td>5</td>
<td>PODs Transmission</td>
<td>48hrs after the completion of distribution</td>
</tr>
<tr>
<td>6</td>
<td>End of Distribution Report</td>
<td>3 business days after the completion of distribution</td>
</tr>
</tbody>
</table>

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

Chemonics will measure 3PL performance using the following metrics at a minimum. See also KPI Report (Appendix 7.8). KPI’s include but are not limited to below.

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description/Measurement</th>
<th>Expected Performance Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMD Progress Reporting</td>
<td>Daily distribution Update on time</td>
<td>99%</td>
</tr>
<tr>
<td>LMD On Time Delivery</td>
<td>Planned Date against Actual Date of Delivery Compliance</td>
<td>99%</td>
</tr>
<tr>
<td>Product Loss In -Transit</td>
<td>Loss reported on the LMD discrepancy Report</td>
<td>99.9%</td>
</tr>
<tr>
<td>Rendition of proof of Deliveries (PODs)</td>
<td>Submission of PODs after distribution completion within stipulated timeframe</td>
<td>99%</td>
</tr>
<tr>
<td>Response to GHSM-PSM queries</td>
<td>Timely and completeness of responses to queries</td>
<td>98%</td>
</tr>
<tr>
<td>On time Submission of Route Plans</td>
<td>Submission of Route Plans on time after receiving the distribution lists</td>
<td>99.9%</td>
</tr>
<tr>
<td>Order Fulfillment variances</td>
<td>Any failure to fulfill an order</td>
<td>0%</td>
</tr>
</tbody>
</table>

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

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

*Deliverable numbers and names refer to those fully described in Section A.4 above.
Section B. Subcontract Type and Orders

B.1 Subcontract Type
(a) This is an Indefinite Delivery Indefinite Quantity (IDIQ) subcontract, and with sub task orders to be priced utilizing firm fixed prices for services and deliverables. These orders will be issued as the need arises.

(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.5 Minimum Order Guarantee and Maximum Subcontract Ceiling.

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

B.2 Sub-Task Order Prices
Sub-Task Orders will contain the following: (1) Line Items, (2) Origin of Deliverables; (3) Destination of Deliverables; (4) Weight Tier of Cargo; (5) Volume to be Transported (in Kilograms); Size of Vehicle Required, (6) Types of Vehicle Required (if applicable); GHSC-PSM Malawi Office and Subcontracts Manager’s Contact Information; (7) if applicable, the name and quantity of products that will be delivered to (and/or retrieved from) each services delivery point(s) and/or warehouse; (8) unit rates for each location and weight tier; (5) Total price per line item/deliverable ordered; and (6) other information as deemed appropriate by Chemonics.

The following price list represents the rates/prices to be utilized for transportation services requested under any sub-task orders issued under the IQS. Sub-Task Order prices shall not exceed the rates/prices set forth below. The prices specified in the executed sub-task order shall remain in effect for the entire sub task order period.

Fixed unit price schedule

<table>
<thead>
<tr>
<th>Van Tonnage</th>
<th>Van volume</th>
<th>van Type</th>
<th>Number of vans available</th>
<th>Rate per ton per klm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The afore rates/prices shall cover all expenses related to the provision of the scope of work under Section A and deliverables under Section A.4, and subsequently set forth in sub task orders issued under the IQS.

B.3 Minimum Obligated Amount
This subcontract includes an initial obligation of funds in the amount of $200 [to cover the minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

B.4 Maximum Ordering Amount
Maximum Subcontract Ceiling. This is a multi-award IDIQ subcontract with an overall ceiling price of $4,500,000. The total value of all orders issued to all IDIQ holders shall not exceed the subcontract total ceiling amount. This ceiling is not being subdivided among the number of awardees under the IQS, nor is the ceiling being multiplied by the number of awardees. The Subcontractor shall not be paid any amount in excess of the ceiling price without advance, written approval of Chemonics. Chemonics is not obligated to order this amount.

Section C. Ordering Procedures

C.1. Ordering – General
(a) Any services to be furnished under this IDIQ subcontract shall be ordered by issuance of 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 IDIQ subcontract. In the event of conflict between terms and conditions of a purchase order and of this subcontract, the terms and conditions of this subcontract shall control.

(c) Activities under the orders may be authorized by the Chemonics authorized representative and must be confirmed through the submission of a delivery order in writing from Chemonics to the subcontractor.

(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 purchase order.

C.2. **Sub Task Orders (STOs) Contents**

Each STO shall specify at a minimum the following sections:

A.1 Sub-Task Order number;
A.2 Background;
A.3 Deliverables and Deliverables Schedule;
A.4 Technical Directions;
A.5 Term of Performance of the Sub Task Order;
A.6 Contract Type;
A.7 Firm Fixed Prices;
A.8 Key Personnel;
A.9 Name and Signature of authorized representative verifying and confirming information in the sub task order;
A.10 Other Clauses as may be required for Specific STOs.

C.3. **Ordering Procedure**

As the need for the Subcontractor’s services and expertise arise in the course of the project, the Chemonics authorized representative, GHSC-PSM Country Director, Daniel Taddesse, or his designee shall:

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

C.4. **Performance of Orders**

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

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

(c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the order unless modified based on documented and verified fixed unit rates as approved during the distribution by the authorized Chemonics representative.
(d) In the event of a wrong delivery due to an error by the Subcontractor, the Subcontractor shall be responsible for the cost of retrieval and delivery to the appropriate location. In the event of wrong delivery due to mislabeling at the fault of Chemonics and as authorized by the GHSC-PSM representative, the Subcontractor shall retrieve the product and deliver it to the appropriate destination. In such cases, the order shall be modified to reflect the additional cost based on the agreed upon fixed unit rates.

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

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

If the Subcontractor is granted clearance to proceed with an alternate distribution plan/delivery order and/or vehicle(s), clearance will be provided by the GHSC-PSM representative by telephone and promptly confirmed 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 may only be issued within the effective period of this IDIQ 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 CC 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 CC herein.

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

Section D. Reporting and Technical Direction

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

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

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

Section E. Period of Performance

(a) The IDIQ period of performance begins on the effective date of the Subcontract for a period of three (3) years beginning December 1, 2020 and ending on November 28, 2023.

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

(c) In the event that the Subcontractor fails to make progress so as to endanger performance of this IDIQ and any order, or is unable to fulfill the terms of this IDIQ 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 IDIQ 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 Chemonics 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 GHSC-PSM for payment. The invoice shall be sent to the attention of Chemonics authorized representative and shall include the following information: a) subcontract number, b) deliverables delivered and accepted as well as copies of all reports and required documentation c) total amount due; and d) payment information corresponding to the authorized account listed in below.

Payment Account Information

Chemonics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to the Subcontractor via check sent to the Subcontractor’s official address or electronically wired to the following authorized account:
Account name: (INSERT Account name provided by the Subcontractor)
Bank name: (INSERT Subcontractor's bank name)
Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

U.S. Correspondent Bank name:
U.S. Correspondent Bank address:
U.S. Correspondent Bank ABA and SWIFT:
U.S. Correspondent Bank account number:

Chemonics will pay the Subcontractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Subcontractor’s deliverables, and b) Chemonics’ receipt of the Subcontractor’s valid invoice. Invoicing shall be made in Kwacha with an exchange rate to USD using the Subcontractor’s bank’s sell rate from the day of the invoice. Subcontractor will include the backup documentation from the bank. Payment will be made in USD, paid to the account specified above.

**Section G. Branding Policy and Reporting Requirements**

(a) The Subcontractor shall comply with the requirements of the USAID “Graphic Standard Manual” available at [www.usaid.gov/branding](http://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.

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

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

(a) The Subcontractor shall comply with the requirements of the USAID “Graphic Standard Manual” available at [www.usaid.gov/branding](http://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.

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

(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.

Section J. Insurance

Prior to starting work, the Subcontractor at its own expense, shall maintain in force, on all its operations, insurance as required herein. The Subcontractor shall maintain insurance to cover the following for the duration of the period of performance:

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:

i. Valuation: Liability for cargo loss or damage to Chemonics’ goods shall be based on full replacement value at 110% of commodity value (calculated based on cost of commodities plus freight plus 10%) for all commodities being transported for the duration of the subcontract.

ii. Coverage: All risks including Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable

iii. Product insured: all commodities transported under the subcontract
iv. Beneficiary or Loss Payee: Subcontractor shall be responsible for payment as direct reimbursement to Chemonics within 60 days of loss or damage, unless otherwise agreed in writing by both parties.

2) Commercial General Liability

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

3) Workers Compensation

Workers’ compensation insurance in accordance with the applicable laws of Malawi.

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 Malawi.

Section K. Limitation of Liability

1. 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.

2. Unless otherwise stated within this agreement neither party shall be liable for any indirect, pure financial, consequential or punitive losses howsoever arising under this agreement.

3. Notice of Loss or Damage. The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor’s SOPs while the goods are in Subcontractor’s care, until the goods are transferred to Chemonics’ identified recipient. The Subcontractor will notify Chemonics in writing of any loss of damage to the goods handled by Subcontractor promptly after discovery of same, and in no case more than forty-eight (48) hours after confirmation of loss or damage.

Section L. Indemnity and Subcontractor Waiver of Benefits

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

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 http://www.treas.gov/offices/enforcement/ofac/sdn. It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at http://www.treas.gov/offices/enforcement/ofac.

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

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

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

(a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person;

or

(b) any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

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

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

Section Y. Subcontractor Performance Standards

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

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

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

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

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

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

a) Quality and timeliness of work. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks.

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

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

d) Quality of subcontract administration. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner.
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 DUNS number and reporting data is impractical for the Subcontractor, the Subcontractor must notify Chemonics and shall submit to Chemonics within 7 days of subcontract award a memorandum detailing the attempts made by the Subcontractor to obtain registration and a justification of why registration and/or data reporting was impractical. Contractual remedies may apply unless Chemonics concurs with the documented impracticality of registration.

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

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

CC.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.

CC.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.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

CC.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.

CC.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.

CC.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:

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.202-1</td>
<td>DEFINITIONS</td>
<td>NOV 2013</td>
<td>All subcontracts regardless of value</td>
</tr>
<tr>
<td>52.203-3</td>
<td>GRATUITIES</td>
<td>APR 1984</td>
<td>All subcontracts regardless of value (Note 4 applies)</td>
</tr>
<tr>
<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
<td>MAY 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-6</td>
<td>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</td>
<td>SEP 2006</td>
<td>Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------------</td>
<td>-------------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.203-7</td>
<td>ANTI-KICKBACK PROCEDURES</td>
<td>MAY 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-8</td>
<td>CANCELLATION, RECSSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-10</td>
<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than $150,000 (Note 1 applies)</td>
</tr>
<tr>
<td>52.203-11</td>
<td>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>SEP 2007</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
<td>OCT 2010</td>
<td>All subcontracts equal to or greater than $150,000 (Note 2 applies)</td>
</tr>
<tr>
<td>52.203-13</td>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</td>
<td>APR 2010</td>
<td></td>
</tr>
<tr>
<td>52.203-14</td>
<td>DISPLAY OF HOTLINE POSTER(S)</td>
<td>DEC 2007</td>
<td>All Subcontracts &gt; $5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)</td>
</tr>
<tr>
<td>52.203-17</td>
<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
<td>SEP 2013</td>
<td>All Subcontracts equal to or greater than $150,00</td>
</tr>
<tr>
<td>52.204-06</td>
<td>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER</td>
<td>JUL 2013</td>
<td>All Subcontracts equal to or greater than $30,000</td>
</tr>
<tr>
<td>52.204-10</td>
<td>REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)</td>
<td>JUL 2013</td>
<td>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.</td>
</tr>
<tr>
<td>52.209-2</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td>AUG 2013</td>
<td>All Subcontracts &gt; $30,000. (Note 2 applies)</td>
</tr>
<tr>
<td>52.209-10</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</td>
<td>DEC 2014</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>52.215-12</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
</tr>
<tr>
<td>52.215-13</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $700,000 and is not otherwise exempt under FAR 15.403.</td>
</tr>
<tr>
<td>52.215-14</td>
<td>INTEGRITY OF UNIT PRICES</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $150,000. Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------------</td>
<td>----------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.215-15</td>
<td>PENSION ADJUSTMENTS AND ASSET REVERSIONS</td>
<td>OCT 2010</td>
<td>Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-16</td>
<td>FACILITIES CAPITAL COST OF MONEY</td>
<td>JUN 2003</td>
<td>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.</td>
</tr>
<tr>
<td>52.215-17</td>
<td>WAIVER OF FACILITIES CAPITAL COST OF MONEY</td>
<td>OCT 1997</td>
<td>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.</td>
</tr>
<tr>
<td>52.215-18</td>
<td>REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</td>
<td>JUL 2005</td>
<td>Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-19</td>
<td>NOTIFICATION OF OWNERSHIP CHANGES</td>
<td>OCT 1997</td>
<td>Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)</td>
</tr>
<tr>
<td>52.215-20</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.</td>
<td>OCT 2010</td>
<td>(Note 2 applies.)</td>
</tr>
<tr>
<td>52.215-21</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS</td>
<td>OCT 2010</td>
<td>(Note 2 applies)</td>
</tr>
<tr>
<td>52.215-23</td>
<td>LIMITATION ON PASS-THROUGH CHARGES</td>
<td>OCT 2009</td>
<td>Applies for cost-reimbursement subcontracts &gt; $150,000. (Notes 1, 2 and 4 apply.)</td>
</tr>
<tr>
<td></td>
<td>ALLOWABLE COST AND PAYMENT</td>
<td>JUN 2013</td>
<td>Alt II applies to educational institutions.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Alt IV applies to non-profit organizations.</td>
</tr>
<tr>
<td>52.216-7</td>
<td>FIXED FEE</td>
<td>JUN 2011</td>
<td>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&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.216-10</td>
<td>INCENTIVE FEE</td>
<td>JUN 2011</td>
<td>Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&amp;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. )</td>
</tr>
<tr>
<td>52.216-11</td>
<td>COST CONTRACT - NO FEE</td>
<td>APR 1984</td>
<td>Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.216-18</td>
<td>ORDERING</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>52.216-19</td>
<td>ORDER LIMITATIONS</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>52.216-22</td>
<td>INDEFINITE QUANTITY</td>
<td>OCT 1995</td>
<td>Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.217-8</td>
<td>OPTION TO EXTEND SERVICES</td>
<td>NOV 1999</td>
<td>Insert “30 days” as the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.217-9</td>
<td>OPTION TO EXTEND THE TERM OF THE CONTRACT</td>
<td>MAR 2000</td>
<td>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.)</td>
</tr>
<tr>
<td>52.219-8</td>
<td>UTILIZATION OF SMALL BUSINESS CONCERNS</td>
<td>JUL 2013</td>
<td>Applies to all Subcontracts &gt;$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.219-9</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN</td>
<td>JUL 2013</td>
<td>Applies if this Subcontract &gt; $650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause does not apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-2</td>
<td>PAYMENT FOR OVERTIME PREMIUM</td>
<td>JUL 1990</td>
<td>Applicable to Cost Reimbursement Subcontracts &gt; $150,000 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.)</td>
</tr>
<tr>
<td>52.222-3</td>
<td>CONVICT LABOR</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts &gt;$3,000 involving some or all performance in the U.S.</td>
</tr>
<tr>
<td>52.222-21</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>FEB 1999</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-22</td>
<td>PREVIOUS CONTRACTS AND COMPLIANCE REPORT</td>
<td>FEB 1999</td>
<td>Applies if clause 52.222-26 applies.</td>
</tr>
<tr>
<td>52.222-26</td>
<td>EQUAL OPPORTUNITY</td>
<td>MAR 2007</td>
<td>(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.</td>
</tr>
<tr>
<td>52.222-29</td>
<td>NOTIFICATION OF VISA DENIAL</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts regardless of type or value.</td>
</tr>
<tr>
<td>52.222-35</td>
<td>EQUAL OPPORTUNITY FOR VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-36</td>
<td>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</td>
<td>OCT 2010</td>
<td>Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-37</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>SEP 2010</td>
<td>Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-40</td>
<td>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT</td>
<td>DEC 2010</td>
<td>Applies to Subcontracts &gt; $10,000. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-50</td>
<td>COMBATING TRAFFICKING IN PERSONS</td>
<td>MAR 2015</td>
<td>Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>-------</td>
<td>------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>52.222-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>AUG 2013</td>
<td>Applies to Subcontracts &gt; $3,000 except for a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance &lt; 120 days. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.223-6</td>
<td>DRUG-FREE WORKPLACE</td>
<td>MAY 2001</td>
<td>Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)</td>
</tr>
<tr>
<td>52.223-18</td>
<td>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</td>
<td>AUG 2011</td>
<td>Applies if this Subcontract &gt; $3,000. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.225-1</td>
<td>BUY AMERICAN ACT -- SUPPLIES</td>
<td>FEB 2009</td>
<td>Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)</td>
</tr>
<tr>
<td>52.225-13</td>
<td>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</td>
<td>JUN 2008</td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td>52.225-14</td>
<td>INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT</td>
<td>FEB 2000</td>
<td>Applies to all Subcontracts regardless of value or type</td>
</tr>
<tr>
<td>52.227-1</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DEC 2007</td>
<td>Applies if the Subcontract &gt;$150,000. (Notes 4 and 7 apply.)</td>
</tr>
<tr>
<td>52.227-2</td>
<td>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</td>
<td>DEC 2007</td>
<td>Applies if this Subcontract &gt;$150,000. (Notes 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.227-9</td>
<td>REFUND OF ROYALTIES</td>
<td>APR 1984</td>
<td>Applies if this Subcontract includes royalties</td>
</tr>
<tr>
<td>52.227-14</td>
<td>RIGHTS IN DATA - GENERAL</td>
<td>DEC 2007</td>
<td>Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.</td>
</tr>
<tr>
<td>52.228-3</td>
<td>WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td>JUL 2014</td>
<td>Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.</td>
</tr>
<tr>
<td>52.228-4</td>
<td>WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.</td>
</tr>
<tr>
<td>52.228-7</td>
<td>INSURANCE—LIABILITY TO THIRD PERSONS</td>
<td>MAR 1996</td>
<td>Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)</td>
</tr>
<tr>
<td>52.228-9</td>
<td>CARGO INSURANCE</td>
<td>MAY 1999</td>
<td>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)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>TAXES – FOREIGN FIXED PRICE CONTRACTS</td>
<td>JUN 2003</td>
<td>Applies to Fixed Price Subcontracts of any value.</td>
</tr>
<tr>
<td>52.229-8</td>
<td>TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS</td>
<td>MAR 1990</td>
<td>Applicable to Cost Reimbursement and T&amp;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.</td>
</tr>
<tr>
<td>52.230-2</td>
<td>COST ACCOUNTING STANDARDS</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract that full CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>52.230-3</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract that modified CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52.230-4</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS</td>
<td>MAY 2012</td>
<td>Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.</td>
</tr>
<tr>
<td>52.230-5</td>
<td>COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS</td>
<td>MAY 2012</td>
<td>&quot;United States&quot; means &quot;United States or Chemonics.&quot; Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.</td>
</tr>
<tr>
<td>52.230-6</td>
<td>ADMINISTRATION OF COST ACCOUNTING STANDARDS</td>
<td>JUN 2010</td>
<td>Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.</td>
</tr>
<tr>
<td>52.232-20</td>
<td>LIMITATION OF COST</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is a fully funded Cost Reimbursement or T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.232-22</td>
<td>LIMITATION OF FUNDS</td>
<td>APR 1984</td>
<td>Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&amp;M Subcontract or Task Order. (Notes 1 and 2 apply.)</td>
</tr>
<tr>
<td>52.232-40</td>
<td>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</td>
<td>DEC 2013</td>
<td>Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)</td>
</tr>
<tr>
<td>52.233-3</td>
<td>PROTEST AFTER AWARD</td>
<td>AUG 1996</td>
<td>&quot;30 days&quot; means &quot;20 days&quot; in paragraph (b)(2). Note 1 applies except the first time &quot;Government&quot; appears in paragraph (f). In paragraph (f) add after &quot;33.104(b) (1)&quot; the following: &quot;and recovers those costs from Chemonics&quot;.</td>
</tr>
<tr>
<td>52.237-8</td>
<td>RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS</td>
<td>AUG 2003</td>
<td>Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.</td>
</tr>
<tr>
<td>52.237-9</td>
<td>INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.</td>
<td>MAY 2014</td>
<td>Applies to Subcontracts—regardless of type and value— that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.</td>
</tr>
<tr>
<td>52.242-1</td>
<td>NOTICE OF INTENT TO DISALLOW COSTS</td>
<td>APR 1984</td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders of any value.</td>
</tr>
<tr>
<td>52.242-3</td>
<td>PENALTIES FOR UNALLOWABLE COSTS</td>
<td>MAY 2014</td>
<td>Applies to all subcontracts &gt; $700,000, regardless of subcontract type.</td>
</tr>
<tr>
<td>52.242-4</td>
<td>CERTIFICATION OF FINAL INDIRECT COSTS</td>
<td></td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.</td>
</tr>
<tr>
<td>52.242-13</td>
<td>BANKRUPTCY</td>
<td>JUL 1995</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.242-15</td>
<td>STOP-WORK ORDER</td>
<td>AUG 1989</td>
<td>Notes 1 and 2 apply.</td>
</tr>
<tr>
<td>52.243-1</td>
<td>CHANGES-FIXED PRICE (Alt III)</td>
<td>AUG 1987</td>
<td>Applies to Fixed Price Subcontracts of any value.</td>
</tr>
<tr>
<td>52.243-2</td>
<td>CHANGES - COST REIMBURSEMENT</td>
<td>AUG 1987</td>
<td>Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.</td>
</tr>
<tr>
<td>52.243-3</td>
<td>CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR</td>
<td>SEP 2000</td>
<td>Notes 1 and 2 apply. Applies if this is a T&amp;M Subcontract or Task Order.</td>
</tr>
<tr>
<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
<td>DEC 2013</td>
<td>Applies to Subcontracts for commercial items only.</td>
</tr>
</tbody>
</table>
### Clause Information

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY (APR 2012) (ALT I)</td>
<td>APR 2012</td>
<td>&quot;Contracting Officer&quot; means &quot;Chemonics&quot; except in the definition of Property Administrator and in paragraphs (b)(1)(ii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. &quot;Government&quot; is unchanged in the phrases &quot;Government property&quot; and &quot;Government furnished property&quot; and where elsewhere used except in paragraph (d)(1) where it means &quot;Chemonics&quot; and except in paragraphs (d)(2) and (g) where the term includes Chemonics.</td>
</tr>
<tr>
<td>52.246-3</td>
<td>INSPECTION OF SUPPLIES - COST REIMBURSEMENT</td>
<td>MAY 2001</td>
<td>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 &quot;60 days&quot; to &quot;120 days&quot;, and in paragraph (f) change &quot;6 months&quot; to &quot;12 months&quot;</td>
</tr>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES – FIXED PRICE</td>
<td>AUG 1996</td>
<td>Applies to Fixed Priced Subcontracts of any value.</td>
</tr>
<tr>
<td>52.246-5</td>
<td>INSPECTION OF SERVICES—COST REIMBURSEMENT</td>
<td>MAY 2001</td>
<td>Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)</td>
</tr>
<tr>
<td>52.246-6</td>
<td>INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR</td>
<td>MAY 2001</td>
<td>Applies to T&amp;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.</td>
</tr>
<tr>
<td>52.246-25</td>
<td>LIMITATION OF LIABILITY - SERVICES</td>
<td>FEB 1997</td>
<td>Applies to Subcontracts for $150,000 or more.</td>
</tr>
<tr>
<td>52.247-63</td>
<td>PREFERENCE FOR U.S.-FLAG AIR CARRIERS</td>
<td>JUN 2003</td>
<td>Applies to all Subcontracts that include international air travel.</td>
</tr>
<tr>
<td>52.247-64</td>
<td>PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS</td>
<td>FEB 2006</td>
<td>Applies for Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.247-67</td>
<td>SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT</td>
<td>FEB 2006</td>
<td>Applies to Subcontracts that include provision of freight services.</td>
</tr>
<tr>
<td>52.249-1</td>
<td>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>52.249-6</td>
<td>TERMINATION (COST-REIMBURSEMENT)</td>
<td>MAY 2004</td>
<td>Notes 1 and 2 apply. Substitute &quot;90 days&quot; for &quot;120 days&quot; and &quot;90-day&quot; for &quot;120-day&quot; in paragraph (d). Substitute &quot;180 days&quot; for &quot;1 year&quot; in paragraph (f). In paragraph (j) &quot;right of appeal&quot;, &quot;timely appeal&quot; and &quot;on an appeal&quot; shall mean the right to proceed under the &quot;Disputes&quot; clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.</td>
</tr>
<tr>
<td>52.249-8</td>
<td>DEFAULT FIXED PRICE SUPPLY &amp; SERVICE</td>
<td>APR 1984</td>
<td>Applies to all Fixed Price Subcontracts.</td>
</tr>
<tr>
<td>52.249-14</td>
<td>EXCUSABLE DELAYS</td>
<td>APR 1984</td>
<td>(Note 2 applies; Note 1 applies to (c). In (a)(2) delete &quot;or contractual&quot;.)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>752.202-1</td>
<td>DEFINITIONS (ALT 70 AND ALT 72)</td>
<td>JAN 1990</td>
<td>Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”.</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.211-70</td>
<td>LANGUAGE AND MEASUREMENT</td>
<td>JUN 1992</td>
<td>Applies to all Subcontracts, regardless of type or value</td>
</tr>
<tr>
<td>752.225-70</td>
<td>SOURCE AND NATIONALITY REQUIREMENTS</td>
<td>FEB 2012</td>
<td>Applies to all Subcontracts, regardless of type or value, (Notes 4, 5 and 7 apply)</td>
</tr>
<tr>
<td>752.227-14</td>
<td>RIGHTS IN DATA – GENERAL</td>
<td>OCT 2007</td>
<td>Applies to all Subcontracts regardless of type or value. This clause is required in addition to the coverage specified in FAR 52.227-14 Rights in Data—General.</td>
</tr>
<tr>
<td>752.228-3</td>
<td>WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)</td>
<td></td>
<td>The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.</td>
</tr>
<tr>
<td>752.228-7</td>
<td>INSURANCE – LIABILITY TO THIRD PERSONS</td>
<td></td>
<td>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)</td>
</tr>
<tr>
<td>752.228-9</td>
<td>CARGO INSURANCE</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>752.228-70</td>
<td>MEDICAL EVACUATION (MEDEVAC) SERVICES</td>
<td>JUL 2007</td>
<td>Applies to all Subcontracts requiring performance outside the U.S.</td>
</tr>
<tr>
<td>752.231-71</td>
<td>SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)</td>
<td>OCT 1998</td>
<td>Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)</td>
</tr>
<tr>
<td>752.245-71</td>
<td>TITLE TO AND CARE OF PROPERTY</td>
<td>APR 1984</td>
<td>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)</td>
</tr>
<tr>
<td>752.247-70</td>
<td>PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS</td>
<td>OCT 1996</td>
<td>(Note 5 applies)</td>
</tr>
<tr>
<td>752.7001</td>
<td>BIOGRAPHICAL DATA</td>
<td>JUL 1997</td>
<td>Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&amp;M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)</td>
</tr>
<tr>
<td>752.7002</td>
<td>TRAVEL AND TRANSPORTATION</td>
<td>JAN 1990</td>
<td>Applies to all Cost Reimbursement and T&amp;M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7004</td>
<td>EMERGENCY LOCATOR INFORMATION</td>
<td>JUL 1997</td>
<td>Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7005</td>
<td>SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS</td>
<td>SEP 2013</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7007</td>
<td>PERSONNEL COMPENSATION</td>
<td>JUL 2007</td>
<td>Applies to all Cost Reimbursement Subcontracts and Task Orders and T&amp;M Subcontracts and Task Orders with a multiplier, regardless of value.</td>
</tr>
<tr>
<td>752.7008</td>
<td>USE OF GOVERNMENT FACILITIES OR PERSONNEL</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts regardless of value or type. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7009</td>
<td>MARKING</td>
<td>JAN 1993</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------------------------------</td>
<td>------------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>752.7010</td>
<td>CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7011</td>
<td>ORIENTATION AND LANGUAGE TRAINING</td>
<td>APR 1984</td>
<td>Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7012</td>
<td>PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT</td>
<td>AUG 1995</td>
<td>Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7014</td>
<td>NOTICE OF CHANGES IN TRAVEL REGULATIONS</td>
<td>JAN 1990</td>
<td>Applies to Cost Reimbursement and T&amp;M Subcontracts of any value involving work outside the U.S. (Note 2 applies)</td>
</tr>
<tr>
<td>752.7025</td>
<td>APPROVALS</td>
<td>APR 1984</td>
<td>Applies to all Subcontracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7027</td>
<td>PERSONNEL</td>
<td>DEC 1990</td>
<td>Applies to all Cost Reimbursement and T&amp;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&amp;M contracts. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7028</td>
<td>DIFFERENTIALS AND ALLOWANCES</td>
<td>JUL 1996</td>
<td>This clause does not apply to TCN and CCN employees. TNC 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)</td>
</tr>
<tr>
<td>752.7029</td>
<td>POST PRIVILEGES</td>
<td>JUL 1993</td>
<td>For use in all non-commercial subcontracts involving performance overseas.</td>
</tr>
<tr>
<td>752.7031</td>
<td>LEAVE AND HOLIDAYS</td>
<td>OCT 1989</td>
<td>For use in all cost-reimbursement and T&amp;M subcontracts for technical or professional services. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7032</td>
<td>INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS</td>
<td>APR 2014</td>
<td>Applies to all subcontracts requiring international travel. (Note 5 applies)</td>
</tr>
<tr>
<td>752.7033</td>
<td>PHYSICAL FITNESS (JULY 1997)</td>
<td>JUL 1997, PARTIALLY REVISED AUG 2014</td>
<td>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)</td>
</tr>
<tr>
<td>752.7034</td>
<td>ACKNOWLEDGMENT AND DISCLAIMER</td>
<td>DEC 1991</td>
<td>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)</td>
</tr>
<tr>
<td>752.7101</td>
<td>VOLUNTARY POPULATION PLANNING ACTIVITIES</td>
<td>JUN 2008</td>
<td>If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name.</td>
</tr>
</tbody>
</table>
Section DD. Sub-Task Order Template

The following template (Sections A.1 through A.10) shall be used to order transportation/distribution services and related deliverables under the IQS. Chemonics reserves the right to modify this template as needed to accommodate pricing and other considerations as may be needed.

<table>
<thead>
<tr>
<th>1. Issued by:</th>
<th>2. Issued to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemonics International Inc.</td>
<td>[Insert Name of Subcontractor]</td>
</tr>
<tr>
<td>1717 H Street, N.W.</td>
<td></td>
</tr>
<tr>
<td>Washington, D.C. 20006</td>
<td></td>
</tr>
</tbody>
</table>

3. Indefinite Quantity Subcontract (IQS) Number: [Insert IQS No.]

4. Sub-Task Order Number: [Insert Sub-TO No]

5. Prime Contract and Task Order Number: [Insert Prime TO No.]

6. Sub-Task Order Contents

- A.1 BACKGROUND
- A.2 STATEMENT OF WORK
- A.3 DELIVERABLES AND DELIVERABLES SCHEDULE
- A.4 TECHNICAL DIRECTIONS
- A.5 TERM OF PERFORMANCE
- A.6 CONTRACT TYPE
- A.7 FIRM FIXED PRICE
- A.8 KEY PERSONNEL

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

[Insert name of Subcontractor]

Chemonics International Inc.

By (signature)       By (signature )

Date:
A.1 BACKGROUND

The work and deliverables outlined under Sections A.2 and A.3 below are to be completed in support of Prime IQC No. PSM-MALAWI-3PL-0617, and Prime Task Order No. [TBD].

A.2 STATEMENT OF WORK

TBD

A.3 DELIVERABLES AND DELIVERABLES SCHEDULE

a) In accordance with the terms and conditions of the governing IQS and this sub-task order, the Subcontractor shall deliver to Chemonics the transportation services as specified in the following table:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Origin</th>
<th>Destination</th>
<th>Weight Tier of Cargo</th>
<th>Volume to be Transported (No. of Kilograms)</th>
<th>Size of Vehicle Required</th>
<th>Type of Vehicle Required (if applicable)</th>
<th>GHSC-PSM Malawi Regional Hub Receiver’s Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) Along with the transportation services specified above, the Subcontractor shall deliver to Chemonics the following additional deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6 and shall TBD.

- Deliverable No. 1: TBD
- Deliverable No. 2: TBD

c) Deliverables Schedule

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

<table>
<thead>
<tr>
<th>Deliverable No.*</th>
<th>Deliverable Name*</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>2</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

*Deliverable numbers and names refer to those fully described in Section A.3.b, above.
Chemonics reserves the unilateral right to terminate this fixed price sub-task order at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984).

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

**A.4 TECHNICAL DIRECTIONS**

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

**A.5 TERM OF PERFORMANCE**

a) The period of performance for this sub-task order is from (insert start date) to (insert end date). The Subcontractor shall deliver the deliverables set forth in Section A.3 in accordance with the Statement of Work in Section A.2 to the (designate receiving person) in accordance with the schedule stipulated therein.

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

**A.6 CONTRACT TYPE**

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

**A.7 FIRM FIXED PRICE**

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

[Instructions: complete the table as needed below relying on the pricing as described in the governing IQS]

<table>
<thead>
<tr>
<th>Line</th>
<th>Destination</th>
<th>Weight Tier of</th>
<th>Volume to be</th>
<th>Fixed Unit Rate to</th>
<th>Total Price</th>
</tr>
</thead>
</table>

Version August 1, 2019

PART.FT.039, Rev.008, 23 December 2015

FO.LPRT.FT.002
Item | Cargo | Transported (No. of Kilograms) | Destination
--- | --- | --- | ---
xxx | xxx | xxx | xxx
xxx | xxx | xxx | xxx

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

b) Upon [insert name of responsible person on your project who is tasked with inspecting and accepting the subcontractor’s deliverables] acceptance of the contract deliverables described in Section A. Statement of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program—Procurement and Supply Management project in Malawi for payment. The invoice shall be sent to the attention of [insert name and title of person who will receive invoices] and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due, per Section A.7(a) above; and d) payment information corresponding to the authorized account listed in A.7(c), below. Payment will be made according to the terms described in the ordering Subcontract.

c) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor’s official address or to the following authorized account:

1. Account name: (INSERT Account name provided by the Subcontractor)
2. Bank name: (INSERT Subcontractor's bank name)
3. Bank address or branch location: (INSERT Subcontractor's bank address or branch location)
4. Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

**A.8 KEY PERSONNEL**

[Instruction: If you declared a key personnel for the subcontractor in the IQS, you may flow down the same KP for the work to be completed in this sub-task order, or alternatively you may – by mutual agreement with the subcontractor – designate another key personnel specifically for this sub-task order below. The key personnel is a qualified subcontractor staff who will help you accomplish the work reliably, at the highest quality, and on time.]

The following Subcontractor Key Personnel shall perform the scope of work set forth in this sub-task order:

Name: [Insert name]  
Position: [Insert title of key personnel position]

Name: [Insert name]  
Position: [Insert title of key personnel position]
Section FF.6   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 DUNS Number:**

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

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

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

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

     1. Name: ____________________________________________
        Amount: ____________________________________________

     2. Name: ____________________________________________
        Amount: ____________________________________________

     3. Name: ____________________________________________
        Amount: ____________________________________________

     4. Name: ____________________________________________
        Amount: ____________________________________________

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

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

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

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

### Section GG. Representations and Certifications

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

[End of Subcontract]
Annex 1            Cover Letter

[Offeror: Insert date]

Daniel Taddesse
Country Director
GHSC-PSM project in Malawi
Chemonics International Inc.
Plot No. 191/14 Petroda House
Presidential Way
Lilongwe, Malawi

Reference: Request for Proposals RFP # PSM-MWI-2020-003
Subject: [Offeror: Insert name of your organization]’s technical and cost proposals

Dear Mr. Daniel Taddesse,

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

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

As required by section I, 1.7, we confirm that our proposal, including the cost proposal will remain valid for 60 calendar days after the proposal deadline.

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

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

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

Sincerely yours,

_____________________
[Offeror: Insert name of your organization's representative]
[Offeror: Insert name of your organization]
Annex 2  Guide to Creating Cost Proposal and Establishing Prices

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

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

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

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

Step 4: Translate the offeror’s own budget into a table of prices, similar to the sample table provided below. Offerors should propose their best prices in the sample table format requested below – by weight tier in kilograms, and location. The offeror is required to submit only the price table showing its best prices, not a detailed budget.

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

Chemonics will not provide technical assistance to offerors on budget preparation. Chemonics expects offerors, on their own, to read the scope of work, consider all of their organizational costs based on the scope of work, prepare their own detailed budgets to cover the basic costs they expect to incur, and to then translate the costs of the detailed budget into prices as requested in the sample price table provided below – by “location” and “weight tiers in kilograms.”

Under no circumstances may cost or price information be included in the technical proposal. No cost or price information may be included in the technical proposal. The cost proposal must only show prices as requested in the table provided below.

Sample Price Table

As noted above, offerors should prepare and propose a table of fixed prices similar to the sample table provided below. Offerers may use the sample table provided, or prepare their own table of fixed prices in Microsoft Excel (in the same format as the sample provided below) in response to the technical and cost requirements of this RFP.

Table: 1 Fleet Inventory and Fixed Rate per Ton per Kilometer (km)

Offerers shall include information on their fleet inventory and shall specify the vehicle’s capacity, type, the total number of vehicles, and the fixed rate per ton per kilometer at the requested vehicle tonnage. The fixed rate per ton per kilometer will be used in Table to determine the total cost.

<table>
<thead>
<tr>
<th>Van Tonnage</th>
<th>Van Capacity</th>
<th>Van Type (i.e. Ambient/Cold, etc.)</th>
<th>Number of Vans available</th>
<th>Rate per ton per km</th>
</tr>
</thead>
</table>

Van
Tonnage
Van Capacity
Van Type (i.e. Ambient/Cold, etc.)
Number of Vans available
Rate per ton per km
Table 2: Calculation for how the total cost will be determined.

The Total Product Volume shall inform the Van Volume Capacity that will be used to select the vehicles used to distribute the required commodities. Offerors shall use appropriately sized vans that have the needed capacity (volume) to efficiently accommodate and transport the total products volume. The Total Cost shall be calculated by multiplying the van tonnage capacity by the route km covered by the rate per ton per km (pulled from Table 1).

<table>
<thead>
<tr>
<th>District</th>
<th>Product Item 1 Volume</th>
<th>Product Item 2 Volume</th>
<th>Product Item 3 Volume</th>
<th>Total Products Volume</th>
<th>Van Registration No.</th>
<th>Van Volume Capacity</th>
<th>Van tonnage capacity (X)</th>
<th>Route kms covered (Y)</th>
<th>Rate per ton per km (Z)</th>
<th>Total Cost (X*Y)*Z</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Estimation per district

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>NUMBER OF FACILITIES</th>
<th>PHARMA VOLUME $m^3$</th>
<th>LLINs VOLUME $m^3$</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALAKA</td>
<td>14</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>BLANTYRE</td>
<td>33</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>CHIKWAWA</td>
<td>23</td>
<td>6</td>
<td>9</td>
</tr>
<tr>
<td>CHIRADZULU</td>
<td>15</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>CHITIPA</td>
<td>12</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>DEDZA</td>
<td>33</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>DOWA</td>
<td>23</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>KARONGA</td>
<td>18</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>KASUNGU</td>
<td>29</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>ILONGWE</td>
<td>66</td>
<td>18</td>
<td>28</td>
</tr>
<tr>
<td>MACHINGA</td>
<td>20</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>MANGOCHI</td>
<td>43</td>
<td>9</td>
<td>15</td>
</tr>
<tr>
<td>MCHINJI</td>
<td>16</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>MULANJE</td>
<td>23</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>MWANZA</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>MZIMBA(NORTH)</td>
<td>25</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>MZIMBA(SOUTH)</td>
<td>32</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>NENO</td>
<td>14</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>NKHATA BAY</td>
<td>25</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>NKHOTAKOTA</td>
<td>22</td>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>NSANJE</td>
<td>14</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>NTCHEU</td>
<td>32</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>NTCHISI</td>
<td>12</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>PHALOMBE</td>
<td>14</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>RUMPHI</td>
<td>18</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>SALIMA</td>
<td>18</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>THYOLO</td>
<td>26</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>ZOMBA</td>
<td>44</td>
<td>9</td>
<td>11</td>
</tr>
</tbody>
</table>

| Total                 | 668                  | 147                 | 218                |
Annex 3 Required Certifications

52.203-2 Certificate of Independent Price Determination
As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”
Certificate of Independent Price Determination (Apr 1985)

_________________________(hereinafter called the "offeror")

(Name of Offeror)

(a) The offeror certifies that—
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ___________________________________________ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

___________________________________

(Applicant)

BY (Signature) ___________________ TITLE _____________________

TYPED NAME ____________________ DATE _____________________
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007) ______________________(hereinafter called the "offeror")

(Name of Offeror)

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

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

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

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

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

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

BY (Signature) ___________________ TITLE _____________________

TYPED NAME ____________________ DATE _____________________
52.209-5 Certification Regarding Responsibility Matters

Certification Regarding Responsibility Matters (Apr 2010)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
   (i) The Offeror and/or any of its Principals—
     (A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
     (B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
     (C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
     (D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
   (1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:
     (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
     (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   (2) Examples.
     (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
     (ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
     (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
     (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
   (ii) The Offeror has (   ) has not (    ), within a three-year period preceding this offer, had one or more contracts terminated for default by any U.S. Federal agency.

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

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

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

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

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

PLEASE SIGN AND RETURN

Company Name___________________________
Signature ___________________________
Printed Name _____________________________
Title ____________________________
Date _____________________________
Annex 4 Evidence of Responsibility

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

2. Authorized Negotiators
   Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP # PSM-MALAWI-3PL-0617
   List Names of Authorized signatories
   These individuals can be reached at Company Name office:
   Address
   Telephone/Fax
   Email address

3. Adequate Financial Resources
   Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.
   If the offeror is selected for an award valued at $30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization’s five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.
   In accordance with those Acts and to determine applicable reporting requirements, Company Name certifies as follows:
   a) In the previous tax year, was your company’s gross income from all sources above $300,000?
      Yes  No
   b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:
      Yes  No
   c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):
      Yes  No
   d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?
      Yes  No
4. Ability to Comply
Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

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

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills
(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

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

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

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

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

11. Acceptability of Contract Terms
(Instructions: Offeror should state its acceptance of the proposed contract terms.)

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

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

Signature: ___________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

*One of the authorized negotiators listed in Section 2 above should sign*
Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.

2. I am not and have not been an illicit trafficker in any such drug or controlled substance.

3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: ___________________________ Date: _____

Name:
Title/Position:
Organization:
Address:
Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
Subcontractor Size Self-Certification Form

Reference Number: [enter the funding agency's solicitation or contract number]
Project Name: [enter full name of project]
Primary NAICS Code: [enter the NAICS code that best describes the work being performed under the subcontract, i.e. for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. A list of most common NAICS Codes used by Chemonics is available in the QMS (requires DailyChem access).]
Company Name: Full legal name
Address: Street address
City, State, Zip: City, State Zip
DUNS Number: [enter the Data Universal Numbering System (DUNS) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]
Contact Person: Name, Title
Contact Phone Number: (555) 555-5555
Type of Entity
If you have difficulty ascertaining the business size status, please refer to SBA’s website (www.sba.gov/size) or contact your local SBA office.

☐ Small Business ☐ Large Business ☐ Nonprofit/Educational ☐ Government ☐ Non-US

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

☐ Small Disadvantaged Business ☐ 8(a)
☐ HUBZone ☐ Woman Owned Small Business
☐ Veteran Owned ☐ Service Disabled Veteran Owned
☐ Alaskan Native Corporation ☐ Indian Tribe

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

Signature and Title (required) __________________________ Date __________________________

********************************************************CHEMONICS INTERNAL USE ONLY********************************************************
HUBZone Status has been verified in the System for Award Management database or Dynamic Small Business Database Search, as of ______/_____/____ conducted by: __________________________.

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

The Offeror/Subcontractor Certifies that:

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;

(2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:

a. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.

b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.

e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.

(4) After having conducted due diligence, either—
(i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,
(ii) If abuses relating to any of the prohibited activities identified in 52.222–50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name___________________________

Company Address_____________________________________________________________

Signature___________________________   Printed Name _____________________________

Title_______________________________  Date_____________________________________

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

Annex 4 DUNS and SAM Registration Guidance

What is DUNS?

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

Why am I being requested to obtain a DUNS number?

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

Is there a charge for obtaining a DUNS number?
No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

**How do I obtain a DUNS number?**

DUNS numbers can be obtained online at [http://fedgov.dnb.com/webform/pages/CCRSearch.jsp](http://fedgov.dnb.com/webform/pages/CCRSearch.jsp) or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

**What information will I need to obtain a DUNS number?**

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

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

**How long does it take to obtain a DUNS number?**

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

**Are there exemptions to the DUNS number requirement?**

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

**What is CCR/SAM?**

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

**When should I register in SAM?**

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

1. received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
3. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

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

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

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

b. The public has not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

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

How do I register in SAM?


You must have a Data Universal Numbering System (DUNS) number in order to begin either registration process.

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

What data is needed to register in SAM?

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

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

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

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

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

* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. * Electronic Data Interchange (EDI) Information* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.*)
Annex 5  Vehicle Verification Checklist

<table>
<thead>
<tr>
<th>VARIABLE</th>
<th>YES</th>
<th>NO</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTUAL VAN AGREE TO PLANNED VAN</td>
<td>Vehicle Reg. No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mileage (KM):</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tonnage:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXTERIOR INSPECTION**

- a) Headlights, indicators, reverse and hazard lights working
- b) All mirrors are present, unobstructed, and adjustable
- c) Windshield wipers are wiper fluid pump working
- d) All tires have adequate inflation and acceptable tread wear.
- e) Vehicle has up to date insurance, COF and Class B disks on windshield
- f) Driver has a valid driver’s licence matching the type of van
- g) Van is painted white on the outside to insulate commodities against high temperatures
- h) Rear doors are locked securely to prevent the doors from opening during transit and to secure the goods
- i) Carriage cabin entrance sealed to prevent entry of dust or water

**INTERIOR INSPECTION**

- a) The odometer and speedometer are in good working order
- b) The horn is working properly
- d) Driver’s cabin separated from the carriage cabin to avoid direct access
- e) Inside of the carriage cabin clean and free of contaminants

**Name of GHSC-PSM Officer**

**Name of Van Driver**

**Signature:**

**Signature:**

**NB:** Please explain in the Comments column for any ‘No’ response to any of the questions.

Link: https://www.who.int/medicines/areas/quality_safety/quality_assurance/qas19_793_good_storage_and_distribution_practices_may_2019.pdf?ua=1

Annex 8  Guidance for Loading a Truck

Distribution space
https://us001.blueworkslive.com/scr/processes/20000559d29666fd
Last modified on Jun 23, 2016 5:15 PM

1. Loading a Truck
1.1. Boxes used for delivery of health commodities shall be clean and provide adequate protection to the commodities.

1.2. Ensure that the truck appears to be in proper working order, with no visible damage that would impact its ability to operate properly.

1.3. The interior of vehicles and containers shall remain clean and dry whilst in transit.

1.4. Ensure the truck is appropriate for type of product being transported.

1.5. Sufficient security shall be provided by the vehicle and driver to prevent theft, misappropriation, and unauthorized access to products being transported.

1.6. Ensure the size of the truck is appropriate for volume of commodities being shipped. In order to prevent being over charged, PSM staff should be present at loading to ensure the size truck being used is what is actually needed for the volumes being transported.

1.7. Ensure trucks are loaded in a manner that cargo is stable and limits the possibility of shifting during transport. Necessary materials should be used to secure the cargo to prevent movement and subsequent damage to the cargo.

1.8. Ensure there is an agreed upon POD form used by the warehouse and transporter that meets the needs of PSM and is filled out completely. Check to make sure all information listed is correct.

1.9. Security seal is used and the identification number is recorded on the POD.

1.10. Pharmaceutical products in transit must be accompanied by the appropriate documentation.

1.11. Damage to containers and any other event or problem which occurs during transit must be recorded, reported, and investigated.
Annex 9 SAMPLE INCIDENT FORMS (Security and Non-Security)

To report a safety and security incident, please email SCSSecurityCore@chemonics.com and complete the Incident report form as seen below:

INCIDENT REPORT FORM

Instructions:
1. Complete this form for every incident, accident, work-related illness, dangerous event, near miss, significant first aid treatment, hospital visit, property damage or hazardous activity as soon after the incident as possible and as accurately and completely as possible as details are still fresh in your mind.
2. Please submit additional or corresponding statements from participants or witnesses if able.
3. Upon completion submit this form to the Global Safety and Security Department (securitydepartmentcore@chemonics.com) and your regional SMU, who will include the information into the Chemonics incident database.

<table>
<thead>
<tr>
<th>Today's date</th>
<th>Date and time of incident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Date: Time:</td>
</tr>
</tbody>
</table>

Incident Location (building/street address):

Name of Project

Type of Incident

- Vehicle/Traffic Accident
- Car-Jacking
- Assault (Incl. Sexual Assault)
- Shooting/Firearms
- Harassment (Incl. Sexual Harassment)
- Theft
- Explosion
- Robbery
- Threats/Intimidation
- Other: (Describe Here)

Results of Incident

- Chemonics Property Damage
- 3rd Party Property Damage
- None
- Other: (Describe Here)

Names of Persons Involved

List the names, titles, roles and relationship of those involved in the incident.

Description of Incident

Provide a detailed description of the incident. What happened? When? Where? Why? Who was involved? Who was a witness to it?

Conclusions/Recommendations

What conclusions can be drawn at this time/if any? What recommendations can be made in either the short-term or long-term to avoid similar incidents or circumstances?

Local Response / Actions Taken

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you notify the client, US Embassy and/or Regional Security Officer?</td>
<td></td>
</tr>
<tr>
<td>If yes, when? If not, why not?</td>
<td></td>
</tr>
<tr>
<td>Did you notify local authorities?</td>
<td></td>
</tr>
<tr>
<td>If yes, when? If not, why not?</td>
<td></td>
</tr>
<tr>
<td>Do you have a copy of a report from local authorities, i.e. a Police Report or Doctor’s Note</td>
<td></td>
</tr>
</tbody>
</table>
Continual Improvement Form (non-security)

Problem Description
Please be specific and detailed in the risk or incident description. Please attach supporting documentation (e.g. photo, POD, email chain, etc.) where available.

Reference
Where applicable, provide available reference information (e.g. order or shipment number, vendor, INCO Terms, product name, product type, USD value of missing or damaged product, contract number, etc.). If the issue relates to specific QMS documents, please reference them by name and number.

Suggested Action(s)
Specify what action(s) is needed to support resolution and what outcome(s) you wish to see.

Disposition (see “Guidelines for Selecting Incident and Risk Disposition” below for reference)
High: Root Cause Analysis, Resolution, and Identification Corrective Actions

INCIDENTS ONLY - Incidents of different severity are processed differently. Please select if the incident is being reported for:
__ Tracking    __ Resolution    __Root cause analysis, Resolution, & identification of Corrective Actions

RISKS ONLY - Risks of different likelihood and severity are processed differently. On a scale of 1-5, please select your assessment of the likelihood and consequence of occurrence.

<table>
<thead>
<tr>
<th>Likelihood</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Extremely unlikely</td>
<td>1 - Insignificant</td>
</tr>
<tr>
<td>2 - Unlikely</td>
<td>2 - Minor</td>
</tr>
<tr>
<td>3 - Moderate</td>
<td>3 - Moderate</td>
</tr>
<tr>
<td>4 - Likely</td>
<td>4 - Major</td>
</tr>
<tr>
<td>5 - Certain</td>
<td>5 - Catastrophic</td>
</tr>
</tbody>
</table>

Teams or Individuals you wish to see included
Identify teams or individuals to whom the issue should be reported and who should be included in resolution, identification of corrective actions, or risk management.

Source
Identify the source which brought the risk or incident to PSM attention, or on whose behalf the issue is being submitted:
__ Internal Request (Employee)  __ Client  __ Customer  __ Subcontractor/Vendor
__ Internal Audit   __ Management Review    __ External Audit

Guidelines for selecting Incident and Risk Disposition

Guidelines for selecting non-conformance/incident disposition:

<table>
<thead>
<tr>
<th>Disposition</th>
<th>Severity</th>
<th>Incident Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tracking</td>
<td>Low</td>
<td>Low-severity, low-value incidents; no or minimal impact on client or customer; low value; incidents that have previously been resolved or do not require resolution but are entered to document occurrence. (e.g. $12 damage on a $25,000 shipment)</td>
</tr>
<tr>
<td>Resolution</td>
<td>Medium</td>
<td>Minimal impact on client or customer; non-chronic issues; incidents requiring resolution but not analysis of root cause or identification of corrective actions (e.g., short supply on a CIP shipment).</td>
</tr>
<tr>
<td>Root Cause Analysis, Resolution, and Identification Corrective Actions</td>
<td>High</td>
<td>High-severity and high-value incidents, incidents where client or customer satisfaction is impacted; incidents involving real or perceived compromise to PSM service delivery (e.g. stock-out or other emergency situation, theft); incidents that require corrective action and/or input from multiple teams to resolve.</td>
</tr>
</tbody>
</table>

If a submitter knows that an issue is recurring, this information should be specified in the problem description. Recurring issues should not be submitted for tracking. Depending on the submitter’s assessment of problem severity, recurring issues should automatically be escalated for resolution or resolution and identification of CAPA.

Guidance for selecting risk consequence disposition:
<table>
<thead>
<tr>
<th>Consequence</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insignificant</td>
<td>No impact on program objectives; negligible financial loss which can be restored; or no reduction of reputation with clients.</td>
</tr>
<tr>
<td>Minor</td>
<td>Minor impact on program objectives; small financial loss which cannot be restored; or small reduction of reputation with clients in the short run.</td>
</tr>
<tr>
<td>Moderate</td>
<td>Moderate impact on program objectives; considerable financial loss which cannot be restored; or loss of reputation that may influence trust and respect with clients.</td>
</tr>
<tr>
<td>Major</td>
<td>Severe impact on program objectives; large financial loss which cannot be restored; or serious loss of reputation with clients that will influence trust and respect for a long time.</td>
</tr>
<tr>
<td>Catastrophic</td>
<td>Long-lasting negative impact on program objectives; large financial loss that cannot be restored and is felt across the organization; or permanent loss of reputation that is devastating for trust and respect with clients.</td>
</tr>
</tbody>
</table>

All identified risks will require a documented response (i.e. acceptance, avoidance, transfer or mitigation). If mitigation actions are needed, the Investigation Team will identify one or more process owners to implement resolution and/or preventive actions. Risks that can lead or contribute to a stock out, interruption in service, or other emergency situation should always be considered, at a minimum, **major**.
## Annex 10 PERFORMANCE INDICATOR REFERENCE (PIR) DISTRIBUTION PIRS

1. LMD progress reporting
2. On-time delivery
3. Product loss in transit
4. Rendition of PODs
5. Response to GHSC-PSM queries
6. On-time submission of routing plan
7. Order fulfillment variance

### KPI LMD Progress Reporting

<table>
<thead>
<tr>
<th>Objective</th>
<th>To ensure vendors adhere to sending in daily reports of their distribution activities on or before 9:00 am Monday through Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>It measures the adherence to laid down timelines by the vendors</td>
</tr>
<tr>
<td>Numerator</td>
<td>Number of working days' daily updates were submitted on or before 9am</td>
</tr>
<tr>
<td>Denominator</td>
<td>Number of working days within the LMD cycle</td>
</tr>
<tr>
<td>Data Sources</td>
<td>Emails, Daily update summary reports</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Emails, Daily update summary reports</td>
</tr>
<tr>
<td>Target (%)</td>
<td>99</td>
</tr>
<tr>
<td>Definition</td>
<td>Progress report is the daily activity update vendors are expected to share with PSM. Update like No. of HF dispatched per day and till date, No. of HFs delivered per date and till date.</td>
</tr>
</tbody>
</table>

### KPI On Time Delivery

<table>
<thead>
<tr>
<th>Objective</th>
<th>To measure conformance of the number of deliveries successfully made to service delivery points (health facilities) scheduled to be serviced within the stipulated timeframe in the distribution plan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>Number and percentage of deliveries that are made on time to service delivery points scheduled to be serviced in a distribution cycle</td>
</tr>
<tr>
<td>Numerator</td>
<td>Number of on time deliveries made in full to service delivery points scheduled to be serviced in a distribution cycle</td>
</tr>
<tr>
<td>Denominator</td>
<td>Total number of deliveries made in full to service delivery points scheduled to be serviced in a distribution cycle.</td>
</tr>
<tr>
<td>Data Sources</td>
<td>Vehicle logs, Distribution schedules, Invoices or proof of delivery (without unexplained endorsements / corrections) indicating dispatch and receipt dates</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Schedule of desired delivery dates, Actual receipt dates according to requisition and issue, Total number of shipments during specified period</td>
</tr>
<tr>
<td>Target (%)</td>
<td>99.9</td>
</tr>
<tr>
<td>Definition</td>
<td>The deliveries are counted per health facility not number of proof of deliveries as some health facilities may have more than one proof of delivery depending on the product type. For example, if there are 1,000 customer health facility deliveries within a distribution cycle and 990 of these are successfully delivered to the customer health facilities within the timeframe, then the level of attainment shall be 99% for that cycle.</td>
</tr>
</tbody>
</table>

### KPI Product Loss (damage, theft) In – Transit

<table>
<thead>
<tr>
<th>Objective</th>
<th>To measure the conformance of stock (value) delivered at services delivery points in acceptable quality versus the total stock (value) dispatched.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>Percentage of value ($) of products written off as a result of damage/loss whilst in the custody of 3PL (SP) in the specific distribution cycle</td>
</tr>
<tr>
<td>Numerator</td>
<td>Value (in USD) of products written off as a result of damage/loss whilst in the custody of 3PL(SP) in the specific distributing cycle</td>
</tr>
<tr>
<td>Denominator</td>
<td>Total cost (in USD) of throughput in the specific distributing cycle.</td>
</tr>
<tr>
<td>Data Sources</td>
<td>Visual inspection of products at originating and receiving facility, Distribution schedules, endorsement on the POD</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Number of shipments arriving without damage to product or packaging, Total number of shipments during specified time period</td>
</tr>
<tr>
<td>Target (%)</td>
<td>99.9</td>
</tr>
<tr>
<td>Definition</td>
<td>For example, if the landed value of loss/damages/negative Product Variances is US$1,000 and the landed cost value of throughput for that distribution cycle is US$100,000 then the level of attainment shall be 99%</td>
</tr>
</tbody>
</table>

### KPI Rendition of Proof of Deliveries (PODs)

<table>
<thead>
<tr>
<th>Objective</th>
<th>To measure the timeliness of rendition of signed PODs after completion of each delivery cycle for last mile distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>Number and percentage of rendition of PODs completed and signed within agreed timeframe (48 hrs.) on the completion of a cycle</td>
</tr>
<tr>
<td>Numerator</td>
<td>Actual number of PODs (without unexplained endorsements /corrections) completed, signed and submitted within 48hrs on the completion of all drop offs</td>
</tr>
<tr>
<td>Denominator</td>
<td>Expected number of PODs (without unexplained endorsements/corrections) completed, signed and submitted at the completion of each trip</td>
</tr>
<tr>
<td>Data Sources</td>
<td>PODs, POD Log</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Delivery schedule, date of last delivery, date of receipt of PODs (working days and hours to be considered)</td>
</tr>
<tr>
<td>Target (%)</td>
<td>99</td>
</tr>
<tr>
<td>Definition</td>
<td>For instance, if 1,000 PODs are expected at the end of the distribution cycle and 990 completed and signed PODs (without unexplained mutilations/ corrections) are returned to</td>
</tr>
</tbody>
</table>

---

**Version:** August 1, 2019  
**PART:** FT.039, Rev:008, 23 December 2015  
**FO:** LPR.T.FT.002  
**PSM-MWI-2020-003**  
**Page 91 of 97**
**KPI Response to GHSC-PSM queries (Distribution)**

<table>
<thead>
<tr>
<th>Objective</th>
<th>To measure timeliness (within 24 hours of sending the query) of substantive response to GHSC-PSM queries on distribution issues (including claims for damage and short delivery) within 48 elapsed hours; except in cases of emergencies e.g. fire, burglary etc. this will exclude weekends and public holidays.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure</td>
<td>Number and percentage of queries on distribution issues answered with substantiating documentation (where appropriate) within the agreed response time</td>
</tr>
<tr>
<td>Numerator</td>
<td>Number of queries on distribution issues answered with substantiating documentation (where appropriate) within the agreed response time</td>
</tr>
<tr>
<td>Denominator</td>
<td>Total number of queries on distribution issues raised by GHSC-PSM in a calendar Month</td>
</tr>
<tr>
<td>Data Sources</td>
<td>Receipt of reports; timeliness and quality of the content</td>
</tr>
<tr>
<td>Data requirements</td>
<td>Contains required information needed for management’s decision making</td>
</tr>
<tr>
<td>Target (%)</td>
<td>98</td>
</tr>
<tr>
<td>Definition</td>
<td>For example, if GHSC-PSM FO raise 20 queries on distribution issues within a month and 3PL (SP) responds to 19 of these within 48 elapsed hours then the level of attainment is 95%. Allowance to be made for urgent queries to be resolved within 24 hours. Queries that will require investigation for resolution to be reached (e.g. theft, fire, flooding) may require a longer period to accomplish. In such instances, resolutions shall be reached within two weeks or within other agreed schedule (between GHSC-PSM and 3PL[SP]) depending on the magnitude of the incident</td>
</tr>
</tbody>
</table>

**KPI Sharing of Routing plan**

| Objective | To ensure vendors are sharing the routing plan within 24hrs of receiving LMD orders per state. This will facilitate the pick and pack process at the warehouses. |
| Measure | Number of routing plan against delivery orders received |
| Numerator | Number of routing plans sent in within 24hrs of receipt of LMD orders by vendor |
| Denominator | Number of LMD orders per state |
| Data Sources | Emails |
| Data requirements | HF to be serviced, Projected dates of delivery |
| Target (%) | 99.9 |
| Definition | Route Plan is the distribution schedule showing route and HF s therein with expected date for dispatch and expected date of delivery. Route Plan also include the truck schedule and truck details per route |

**KPI Order fulfillment – Variance**

| Objective | To measure the variance between the actual deliveries made captured from signed PODs (without unexplained endorsements/corrections) of shipments per distribution cycle and the delivery order quantities stipulated by GHSC-PSM. |
| Measure | Variance between GHSC-PSM stipulated delivery order quantities (by units of quantities) and actual deliveries (by the units of quantities) made captured from signed PODs (without unexplained endorsements/corrections) of shipments per distribution cycle. |
| Numerator | Actual deliveries (by units of quantities) made captured from signed PODs (without unexplained endorsements/corrections) of shipments per distribution cycle. |
| Denominator | Delivery order quantities (by units of quantities) stipulated by GHSC-PSM. |
| Data Sources | Comparison of originating and recipient requisition and issue forms, Delivery logs, Visual verification of products shipped and received |
| Data requirements | Amount of products shipped, Amount of products received, Total number of shipments during specified distribution cycle |
| Target (%) | 0 (equivalent to 100% fulfillment) |
| Definition | [delivery order quantities] - [actual deliveries made captured from signed PODs of shipments] / [delivery order quantities] multiply by 100 (Excluding sealed carton discrepancies) |

<table>
<thead>
<tr>
<th>S/No</th>
<th>KPI Description</th>
<th>Target Achievement (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LMD Progress Reporting</td>
<td>99</td>
</tr>
<tr>
<td>2</td>
<td>On time delivery</td>
<td>99.0</td>
</tr>
<tr>
<td>3</td>
<td>Product (loss/Damage)</td>
<td>99.9</td>
</tr>
<tr>
<td>4</td>
<td>Rendition of correct proof of Deliveries (PODs)</td>
<td>99</td>
</tr>
<tr>
<td>5</td>
<td>Response to GHSC-PSM queries</td>
<td>98</td>
</tr>
<tr>
<td>6</td>
<td>On time submission of Routing Plan</td>
<td>99.9</td>
</tr>
<tr>
<td>7</td>
<td>Order fulfillment variance</td>
<td>0 (equivalent to 100% fulfillment)</td>
</tr>
</tbody>
</table>
Annex 11  SAMPLE ROUTING PLAN

LAST MILE DISTRIBUTION ROUTING PLAN

<table>
<thead>
<tr>
<th>S/N</th>
<th>Route by Districts</th>
<th>Quantity in units</th>
<th>Quantity in cartons/bales</th>
<th>Volume CBM</th>
<th>Planned van Registration</th>
<th>Van Volume CBM</th>
<th>Van Toonage</th>
<th>Planned Loading day</th>
<th>Planned 1st delivery Day</th>
<th>Expected Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Annex 12 SAMPLE DAILY PROGRESS REPORT

<table>
<thead>
<tr>
<th>#</th>
<th>DISTRICT</th>
<th>TOTAL HC/Hosp/DHO</th>
<th>No. of HCs DELIVERED</th>
<th>Remaining to receive delivery</th>
<th>On time Delivery</th>
<th>On time Delivery % per district</th>
<th>Correct Quantities delivered YES/NO</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dedza</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dowa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Kasungu</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Lilongwe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Mchinji</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Nkhotakota</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ntcheu</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Ntchisi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Salima</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Chitipa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Karonga</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Mzimba(N)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Mzimba(S)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Nkhatabay</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Rumphi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Balaka</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Blantyre</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Chikwawa</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Chiradzulu</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Machinga</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Mangochi</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Mulanje</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Mwanza</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Neno</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Nsanje</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Phalombe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Thyolo</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Zomba</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

% completed
# Annex 13  SAMPLE PROOF OF DELIVERY (POD)

**USAID Global Health Supply Chain Program Procurement and Supply Management**

**Delivery Note No.:** PMI-2020101-04N140  
**Customer Code:** 2995  
**Delivery Date:** 2020/01/33  
**Page No.:** 1 of 1  
**No. of Cartons:** 2  
**Weight in KG:** 0.06  
**Volume in Cm:** 0.00

**Delivery Address:**

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Product Description</th>
<th>BATCH</th>
<th>Expiry Date</th>
<th>Dispatched Qty</th>
<th>Received Qty</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM80036</td>
<td>LLIN PermaNet 2.0 1000D (PM)</td>
<td></td>
<td></td>
<td>50</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

**Description** | **Issued By Boliore** | **Distribution Clerk** | **Received By** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Phumeza St</td>
<td>Shingire Malwata</td>
<td>Morgan Fidee</td>
</tr>
<tr>
<td>Designation</td>
<td>P.O. St</td>
<td>B. Clerk</td>
<td>B. Store Clerk</td>
</tr>
<tr>
<td>Cell Phone No.</td>
<td>0881083556</td>
<td>0885688005</td>
<td>0971949071</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
<td>Mr. Fidee</td>
</tr>
</tbody>
</table>

**Name of Witness:** Copy of Chechewa  
**Time of Delivery:** 10:10 AM  
**Date of Delivery:** 16-01-20  
**Vehicle Reg Number:** NB 7887
Annex 14 VAT Exemption

Telephone: 01 789 355/354
Fax: 01 789 173/616
Telegrams: FINANCE, Lilongwe
Telex: 4113 EXTERNAL
E-mail: secar@finance.gov.mw
Website: www.finance.gov.mw
Communications should be addressed to the Secretary to the Treasury

Ref. No. C/RPD/6/3/3/14
11th August 2016

The Commissioner General,
Malawi Revenue Authority (MRA),
Private Bag 247,
Blantyre.

Dear Sir,

TAX EXEMPTION ON USAID FUNDED GLOBAL HEALTH SUPPLY CHAIN PROCUREMENT AND SUPPLY MANAGEMENT PROJECT

We refer to an application from the Ministry of Health for tax exemption on USAID funded project on Global Health Supply Chain Procurement and Supply Management. The Project is being implemented by Chemonics International. The USAID Malawi has endorsed their application for tax exemption.

Kindly note that the Government of Malawi and the United States Agency for International Development (USAID) signed a Development Objective Grant Agreement (DOAG 1) for improved social development which among others, focuses on improving the supply and quality of health services. The DOAG was duly vetted by the Attorney General of Malawi and endorsed by the Secretary to the Treasury. The Agreement is expected to run up to 30th September 2018. The Government committed to waive taxes under the Agreement to support the implementation of the project.

This letter serves to request that the project be accorded a tax exemption status on its implementation until the expiry of the agreement on 30th September 2018. Accordingly, I advise that materials procured to support implementation of the program could be cleared duty free or
exempted from taxes based on an agreement between the Malawi Government and Government of the United States of America (USA).

I should be grateful for your information and appropriate action.

Yours faithfully,

C.C. Kulemeka

For: SECRETARY TO THE TREASURY

Copy: The Secretary for Health,
P. O. Box 30377,
Lilongwe 3.