August 21, 2020
Request for Proposals # PSM-MWI-2020-002
Request for Proposals for the Pharmaceutical-grade Storage and Warehousing Services for 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 pharmaceutical-grade storage and warehousing services for health commodities 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.

The purpose of this RFP is to identify and select a subcontractor or multiple subcontractors able to rapidly and responsively receive and provide pharmaceutical-grade storage and warehousing services for health commodities, which may include antiretroviral medicines, antimalarial medicines and Rapid Diagnostic Tests (RDTs), contraceptives, long-lasting insecticide-treated bed nets, and other health-related commodities.

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 the 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 offerors(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 2,500,000. 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’ judgment of the most advantageous price(s) offered by the IQS-holders. Other considerations will include the need for expedient 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 GHSC-PSM Malawi PMU,
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] -
 ***** ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *****

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

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

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

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

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Global Health Supply Chain program-Procurement and Supply Management (GHSC-PSM), under contract number AID-OAA-I-15-00004 is soliciting offers from companies and organizations to submit proposals to participate with USAID GHSC-PSM to carry out Warehousing/Distribution Center services for pharmaceutical cold chain, pharmaceutical grade, and ambient health commodities.

The purpose of the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project is to ensure uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. The project provides direct procurement and supply chain management support to the President’s Emergency Plan for AIDS Relief (PEPFAR), the President’s Malaria Initiative (PMI), and Population and Reproductive Health. In supporting USG-funded global health activities, GHSC-PSM will develop and manage a wide array of services for health commodity procurement and related systems strengthening technical assistance encompassing different elements of a comprehensive supply chain. At the country level, GHSC-PSM supports country strategies and priorities that fall under the following three project objectives:

- Global Commodity Procurement and Logistics
- Systems Strengthening Technical Assistance
- Global Collaboration to Improve Long-Term Availability of Health Commodities

The purpose of this RFP is to seek proposals from offerors for the provision of Warehousing/Distribution Center services for pharmaceutical cold chain, pharmaceutical grade, and ambient health commodities which may include antiretroviral medicines, rapid test kits (RTKs), laboratory reagents, consumables, antimalarial medicines, rapid diagnostic tests (RDTs), contraceptives, long lasting insecticide-treated bed nets (LLINs), and other health-related commodities.

Chemonics will issue awards to one or more companies or organizations. The awards will be in the form of an indefinite quantity subcontract with firm fixed price sub-task orders (hereinafter referred to as “the subcontract”. The successful Offerors shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

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

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

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

I.2. Offer Deadline

Offerors shall submit their offers electronically only.

Emailed offers must be received by the same time and date at the following address:
Faxed offers will not be considered.

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

I.3. Submission of Offers

Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

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

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with 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 documents and sections included in I.4.A and I.4.B.

A. General Requirements

Chemonics anticipates issuing a subcontract to a Malawi or international company(ies) or organization(s) provided it is legally registered and recognized under the laws of Malawi and the country where the entity is headquartered, and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this 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 4.¹

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

**B. Required Proposal Documents**

1. **Cover Letter**

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 Acquisition Regulations in 9.104-1. A template is provided in Annex 4 “Required Certifications”.
   e) The insurance form in Annex 5 and proof of insurance, whereby the offeror certifies that it has sufficient insurance to meet the requirements of this scope of work.
   f) Applicable documents listed in I.4.A.

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

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](https://fedgov.dnb.com/webform)

Further guidance on obtaining a DUNS number is available from Chemonics upon request.
2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall not exceed 15 pages.

The offeror shall provide the following details regarding their technical approach and methodology:

- **Facilities and equipment:** location(s), size of warehouse-dimensions, presence and specifications of racks, pallet handling equipment, backup generator(s) and security system (closed circuit television (CCTV), fencing, visitor control).

- **Warehouse Management System (WMS):** electronic/automated receiving, put away, picking, stock counting, location, batch/Lot tracking, order allocation; environmental, health and safety infrastructure including fire detection suppression equipment, water control and flood drainage systems. Reports from WMS will be downloaded and submitted to the project for review. Offerors are expected to utilize technology to automate processes and optimize supply chain efficiency.

The warehouse should also have the functionality listed below:

- WMS features should include a cloud-based customer order management portal and handheld terminals with barcode scanning capability, in addition to a basic and cost-effective dimensioning weighing and scanning system.
- The WMS must be able to send, receive, and process csv (in a format to be defined by PSM) files (inventory reports, picklists, orders, shipments, pallet utilization, etc.) to designated FTP/SFTP folders, and receive the same.
- WMS system should support (or be able to be extended to support) GS1 barcode identifiers, INCLUDING, the ability to store and transmit details of serial numbers of items in a transaction (look up GS1 serialization)

- **Mobilization Plan:** In addition, Offerors shall provide a mobilization plan detailing the timeframe for when required organizational and technical infrastructures will be put in place, including the following:
  - Hired qualified staff, who are assigned and trained in each requisite area for proposed facility(ies);
  - Fully functional physical assets, including but not limited to air conditioning, freezer and cold rooms, IT, security and safety measures, material handling equipment, furniture and all equipment provided for operations;
  - Required liability, local, and commodity insurance coverages are put in place;
  - Implemented security plans for each site and facility; and
  - Fully functional WMS with cloud-based ordering capacity and automated inventory control management systems.
**Standard Operating Procedures (SOPs):** The offeror shall demonstrate that these SOPs have been deployed to implement a similar warehousing services program for international donor-funded health programs. Offerors shall provide evidence that staff have been trained on the SOPs. SOPs will be evaluated to confirm consistent procedures for security, storage packaging, and loading, and shall be in line with the guidelines for temperature control of drug products during storage and model guidance for the storage of time and temperature sensitive pharmaceutical products. The SOPs should be attached as an annex and will not counted against the page limit. SOPs shall include but not be limited to the following:

- Training in relation to good storage practice, regulations and safety specific to temperature-controlled goods, if applicable;
- Premises and facilities;
- Maintenance of good storage practice;
- Routing and processing of all products from receiving to despatch and the reverse logistics cycle;
- Managing information relating to the control of product in the event of a recall being required;
- Quarantine, Sampling and releasing of goods from quarantine;
- Stock rotation and control;
- Control of obsolete and outdated products;
- Returned goods, handling and re-evaluation process; and
- Dispatch.

If proposing pharmaceutical cold chain facility(ies), SOPs shall include the following:

- Training in relation to good storage practice, regulations and safety specific to cold chain goods;
- Management of temperature excursions and other environmental condition excursions;
- Calibration/maintenance of temperature measuring instruments; and
- Receiving and verification of health commodities.

SOPs shall comply with the World Health Organization (WHO) Guide to Good Storage Practices for Pharmaceuticals World Health Organization (WHO Technical Report Series, No. 908, 2003) and Good Distribution Practices for Pharmaceutical products (WHO Technical Report Series, No. 957, 2010), and Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011) and will be evaluated to confirm consistent procedures for security, receiving, storage, packing, and loading. This can be found in Annex 7.

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

- **Part 2: Management, Personnel, and Staffing Plan.** This part shall not exceed 10 pages. CVs (max 3 pages) for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

**Management Section:** Offerors shall propose a management approach that will implement the scope of work and ability to effectively manage all technical components listed in Part 1. Explain how the offeror would effectively manage the proposed scope of work with minimum disruption and transition from the incumbent/previous subcontractor. Propose how the proposed management approach will accomplish all phases of work and achieve milestones for the full duration of the contract.
**Timeliness and Efficiency:** The successful offeror shall submit the deliverables described in Section II.3 by proposing a deliverable schedule. Recommended table template is below.

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Deliverable Name</th>
<th>Due Date</th>
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<tbody>
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<td>1</td>
<td></td>
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<td>2</td>
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<td>3</td>
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</tbody>
</table>

**Personnel Section:** Offerors shall propose staff for the following key personnel and non-key personnel positions necessary for the implementation of the scope of work:

Key Personnel, CV’s required (Max 3 pages per position, which is counted against the page limit):
- Warehousing/Distribution Center Manager (a minimum of 5 years relevant experience with the requisite certification)
- Pharmacist (a minimum of 5 years relevant experience, licensed with Pharmacists’ Council of Malawi)

Non-Key personnel, CVs required (Max 3 pages per position): The below non-key personnel positions are roles that the subcontractor would be expected to fill. Non-key personnel staff shall be included in an annex to the technical proposal and will not count against the page limit:
- Inventory Controller
- Inventory Personnel
- Dispatch Personnel
- Receiving Personnel
- Picking Operations Personnel
- Material Handling Equipment Personnel

If the offeror does not have the technical and/or managerial capacity at the submission of proposals to fully implement the scope of work, an explanation of the steps that will be taken and the corresponding timeline to become capable of implementing the scope of work by the proposed start date of implementation can be provided.

**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.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.
Chemonics reserves the right to check additional references not provided by an offeror.

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

3. Cost Proposal

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

The price of the subcontract to be awarded will be an indefinite quantity subcontract with fixed-price sub-task orders including fixed unit rates. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in United States Dollar. See Annex 2 for a sample cost structure to help put together a financial proposal and Annex 3 for details on putting together a pricing table similar to the ABC Costing Structure. Annex 4 is the required certifications, including the Certification of Independent Price Determination.

### Activity Based Costing Structure (ABC)

#### Costing / Invoicing Proposal

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<thead>
<tr>
<th>Location</th>
<th>Activity</th>
<th>Unit</th>
<th>Ambient Rate (USD)</th>
<th>LLIN Rate (USD)</th>
<th>Cold Chain Rate (USD)</th>
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<tr>
<td>Inbound Pallet Processing</td>
<td>Pallet*/Bale</td>
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<tr>
<td>Outbound Order Processing</td>
<td>Order</td>
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<tr>
<td>Warehouse Storage Per Pallet (monthly closing pallets)</td>
<td>Pallet/Bale</td>
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<td>Pick, Pack, Loading, Dispatch</td>
<td>Carton/Case/Bale</td>
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<tr>
<td>Pick, Pack, Loading, Dispatch Partial</td>
<td>Carton/Case*/Bale</td>
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</tbody>
</table>

**Key considerations when implementing this costing/pricing structure:**

- The fee for service paid should fairly reflect the resources required and cost being incurred by the 3PL, encourage improved service performance and a cost reduction culture.
- The fee structure must be sustainable through changes in the customers operating environment.
• The 3PL should have the opportunity to improve profit margins through adding value and innovation beyond the basic services required.

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

As consideration for the delivery of the services and deliverables outlined in the contract, Chemonics will pay the subcontractor for the above fixed unit prices (referred to as Activity Based Cost).

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

Additional details can be found in Section II, Annex 2. The final subcontract ceilings will be based on fixed unit prices for volumes found in Annex 3. No profit, fees, taxes, or additional costs can be added after award. Quotes must be presented in a format like the pricing table found in Annex 3 and they must be in USD.

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. USAID has provided an exemption letter to this effect, a copy of which is included in Annex 10.

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

If it is an offeror’s regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates’ base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror’s indirect rates.

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

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

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

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR),
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: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

### I.6. Chronological List of Proposal Events

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

- **RFP announcement**: August 21, 2020
- **RFP published**: August 21, 2020
- **Deadline for written questions**: September 2, 2020
- **Answers provided to questions/clarifications**: September 11, 2020
- **Proposal due date**: September 18, 2020
- **Pre-selected companies (estimated)**: October 2, 2020
- **Site Visit**: October 8, 2020
- **Subcontract Award (estimated)**: October 12, 2020

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 GHSC-PSM Malawi PMU 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, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 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 project office within 2 days of receiving notification.

**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 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 best value 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.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Sub-criteria</th>
<th>Points System</th>
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<tr>
<td>Technical Approach, Methodology, and Detailed Work Plan</td>
<td>Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work? Offerors shall be evaluated on the following:</td>
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<td>Warehouse/Distribution Center:</td>
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<td>• Location, dimensions, and presence of racks</td>
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<td>• Presence and type of handling equipment</td>
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<td>• Presence and type of security systems</td>
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<td>• Presence and type of temperature monitoring systems</td>
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<td>• If appropriate, presence of functional cold chain equipment (cold room, refrigerators) or detailed plan to equip the warehouse with such equipment including timeline to install cold chain</td>
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<td>Mobilization Plan:</td>
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<td>• Demonstrate clear and concise mobilization of resources, security, and staff.</td>
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<td>WMS functionality:</td>
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<td>• Presence, functionalities, and invoicing capability of WMS</td>
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<td>SOPs:</td>
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<td>• Presence and description of SOPs</td>
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<td>• Existence of ISO 9001 Certification (Quality Management System) or plan and timeline to obtain ISO 2001 Certification, if applicable</td>
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<td>Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
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<td>Offerors shall be evaluated on the following:</td>
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• Capacity at the time of offer submission. 2,000 pallet positions for pharmaceuticals and 800,000 (16,000 bales of 50) LLINs stacks using the current minimum
• If the minimum capacity of is not in place at the time of proposal submission, proposed timeline and approach to reach minimum capacity is recommended

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<th>Sector Knowledge/Site Visit</th>
<th>– Does the proposed site meet the required criteria as outlined in the scope of work?</th>
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<td>Facility and Equipment</td>
<td>– Do the proposed site(s), technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work (All requisite Infrastructures)?</td>
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<td>Temperature Controls</td>
<td>– Do the proposed site(s), technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work?</td>
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<tr>
<td>Security</td>
<td>– Do the proposed site(s), technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work?</td>
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<tr>
<td>Force Majeure and Disaster Recovery Planning</td>
<td>Did the technical approach, methodology, and relevant SOP(s) meet the required criteria as outlined in the scope of work</td>
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Management, Key Personnel, and Staffing Plan

| Management – Does the proposal clearly explain how the offeror would effectively manage the proposed scope of work? | 15 |
| Timeliness and Efficiency – Outlines timeline to meet major deliverables outline in Section II.3. Demonstrated ability to complete the work with high quality and least amount of time. | 5 |
| Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work? | 5 |
| Staffing Plan – Does the offer outline a clear a staffing plan? | 5 |

Corporate Capabilities, Experience, and Past Performance

| Company Background and Experience – Does the company have experience relevant to the project Scope of Work? | 10 |
| Corporate Capabilities and Experience – Does the company have relevant Warehousing/Distribution Center experience in Malawi or in similar countries? | 5 |
| Past Performance – Did the offeror receive positive past performance references? | 5 |
| Does the Offeror meet the technical, management/personnel, and corporate capability requirements? | |

| Total Pass Points | 100 |
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 warehouse storage services for health commodities that require a) cold chain and/or b) non-cold chain storage for temperature sensitive pharmaceuticals, laboratory reagents/consumables, non-medical consumables and other health products in Malawi. The selected subcontractor(s) will be required to provide storage services for these health products and other items located in Lilongwe, Malawi for a period prior to distribution.

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

A. Warehousing

Subcontractor will be required to store pharma-grade health commodities for approx. 3 years in a secure warehouse within or near Lilongwe, Malawi, from December 1, 2020 to November 28, 2023.

The Subcontractor will provide storage space and services that comply with the following specifications and requirements:

1. The storage facilities must be located within the city limits of Lilongwe, Malawi, and must meet the following requirements:
   a. For this subcontract, please price the following: 2,000 pallet positions for pharmaceuticals and 800,000(16,000 bales of 50) LLINs stacks using the current minimum.
b. The facility must be fully enclosed with permanent material and a concrete floor with a fence or wall.

c. The premises will be kept locked when not in use and secured at all times.

d. The premises will be available to Chemonics, Chemonics guests and officers, and/or Ministry of Health personnel (according to a list of individuals provided by Chemonics) within a time period that is mutually agreed upon by the Subcontractor and Chemonics, during normal business hours, for inspection of goods and facilities.

e. The premises will be available to personnel of the Pharmacy, Medicines, and Poisons Board (PMPB) within a time period that is mutually agreed upon by the Subcontractor and Chemonics, during normal business hours, for inspection of goods and facilities. The Subcontractor may be requested by Chemonics to hand over to PMPB personnel samples of commodities withdrawn from inventory for testing purposes. Inventory records related to PMPB withdrawals from inventory must be recorded as such.

f. Facility must be authorized by local regulatory authorities of Malawi to manage pharmaceutical-grade commodities.

g. All health commodities must be stored on pallets off the floor, stacked to no higher than 2.5 meters, or on racks. It is a requirement that the warehouse has the minimum of 2,000 pallet spaces with a pallet size of 1.2m x 1.2m x 0.8 m (i.e. 1.152cbm).

h. Products shall be stacked to allow reading of external packaging labels which indicate contents, quantity, weight, manufacturing date or expiry date, and any special instructions for handling, stacking, shipping, storage or transport.

i. Facility must be secured by CCTV, guards, and any other precautions to prevent access to the facility by unauthorized personnel; employees must have company-issued identification. Only authorized visitors can enter the premises. Authorized visitors need to show identification and there needs to be a log kept.

j. A warehouse management system must be in place at beginning of contract/agreement and capable of tracking activities at the batch/lot level, SKU and expiration date. The warehouse management system (WMS) should allow for the control of goods movement in such a manner that prevents contamination, mix-ups, and cross contamination.

k. The WMS (warehouse management system) need the ability to invoice by different Task Orders.

l. Every item/SKU must have a designated pick slot (no mixing of items in a pick location)

m. Reserve locations cannot mix items

n. The building and property must be fully compliant with local fire, health & safety regulations with functioning smoke detectors and timely serviced fire extinguishers.

o. Possess appropriate pallet handling equipment including functioning electric forklifts capable of handling 2,000 kg loads.

p. Comply with the requirements of The Workers Compensation Act, 2000 whereby Section 4 places a duty on the employer to ensure that every worker employed by him or her works under satisfactory, safe, and healthy conditions.

q. Sufficient capacity to allow for orderly receipt for cross docking and/or storage of various categories of product i.e. products in quarantine, released, rejected, returned or recalled products;
r. Storage areas should be clean, dry and free of vermin, and maintained within acceptable temperature limits depending on product and manufacturers' guidance.
s. Temperatures shall be monitored continuously throughout the facility and recorded at regular intervals. Equipment used for monitoring shall be calibrated at defined intervals according to the equipment manufacturer specifications. The Subcontractor shall ensure that temperatures are maintained at appropriate levels for the commodities stored in the facility and that temperature logs are available for review at the request of Chemonics.
t. Where special storage conditions are required based on the needs of the particular pharmaceuticals and commodities, storage shall be provided, checked and monitored and recorded to meet at least the minimum requirements. These include temperature and humidity by following categories:
   i. 2 to 8 degrees Celsius (35.6 to 46.4 degrees Fahrenheit)
   ii. 15 to 25 degrees Celsius (59 to 77 degrees Fahrenheit)

u. In cases when products need to be refrigerated, the cold chain, which may include refrigerators and specific packaging, must be validated and proof of maintenance of such cold chain conditions shall be provided by the Subcontractor at Chemonics’ request.
v. A written sanitation and pest control procedure shall be maintained, together with logs recording the use of all pest control agents including amount used, method of application, and date and time.
w. The goods receiving dock shall be protected to prevent dust, rain, and dirt from entering the facility.
x. Materials and Pharmaceutical products shall be stored or cross docked in conditions that provide for adequately maintained stock; and the stock shall be appropriately rotated. Dispatches of stock shall follow the “First expiry First Out” (FEFO), unless limited by import or export minimum shelf life requirements.
y. Rejected materials shall be identified and stored in a manner that prevents their use and or distribution until a final decision is taken on the process to be followed regarding destruction or removal from the warehouse.
z. Damaged / broken stock shall be withdrawn from usable stock and separated, and Chemonics shall be properly notified within 3 days of discovery. The Subcontractor shall keep stock separated until given further instruction by Chemonics.

aa. Storage areas shall provide adequate lighting for all tasks to be carried out accurately and safely.
bb. Back-up power must be provided for all operations as required seven days a week, twenty-four hours a day.
cc. USAID procured products shall not be mixed with the products of other clients on the same pallet.

dd. As requested, Subcontractor(s) shall provide the following to Chemonics:

   -Copies of any insurance claim filed on behalf of Chemonics for products lost or stolen from the Warehouse.
   -Copy of a valid insurance certificate(s) which must also include fidelity all risk insurance including but not limited to collusion and theft, covering goods in the Warehouse.
-Copies of the Subcontractor’s written sanitation and pest control procedure, together with logs recording the use of all pest control agents including amount used, method of application, and date and time.

-Status of actions based on any insurance company inspection. Subcontractor shall take actions necessary, within the timeframe specified by the insurance inspector and Chemonics, to respond to inspection survey or report findings to ensure that facility and warehouse services meet the standards of the insurance program covering Chemonics goods in the warehouse.

-**When 90% warehouse space is occupied**, the Subcontractor shall inform Chemonics in writing; written notification shall include statement that commodity shipments will not be received beyond available, compliant, warehouse space.

2. **Specific activities and responsibilities for the provision of warehousing services include:**

   a. Receiving of antimalarial medicines and rapid diagnostic tests (RDTs), contraceptives, nutritional supplements, and other health commodities; warehousing; order processing; and picking, packing, and dispatching products for such orders according to the regular delivery schedule and/or special delivery orders duly authorized by Chemonics, ensuring that products are distributed based on the FEFO principle, (unless limited by import or export limitations on minimum residual shelf life) and that proofs of delivery (PODs)* correspond precisely to approved orders. It is anticipated that PODs will include information such as quantities, batch numbers, product volume, description of good, destination, vehicle plate number, and security tag number.

   b. Subcontractor shall provide all the reports and other deliverables described in Section A.4, in accordance with the schedule described therein.

   c. Subcontractor shall maintain the ability to track and report inventory by unique product characteristics such as lot number, batch, and expiration data. To meet this requirement, the Subcontractor will, as a default practice, put away received commodities (receipts) in such a way as to avoid having multiple lots/batches of the same product on a single pallet and will also maintain the use of an automated inventory control (IT) system to manage this data.

   d. Conducting monthly stock counts in conjunction with Chemonics staff.

   e. All pallets used are to be firm and unbroken, clean, free of dirt and insects, and stored or cross docked in a dry area. Storage of the goods must be in accordance with Chemonics’ instructions until released to consignees, or another party so designated by Chemonics.

   f. Provision of an automated inventory control (IT) system that provides both batch and dynamic location control; and provision of limited and controlled access to this system for Chemonics staff on an agreed basis.
Request for Proposals for the Pharmaceutical-grade Storage and Warehousing Services for Health Commodities in Malawi
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g. The inventory control personnel in the distribution center are responsible to ensure that separation of batches is maintained.

h. An adequate documentation system based on ISO 9001 guidelines with written instructions, Standard Operating Procedures, and Records/Evidence shall be maintained for all operations and particularly for:
   - Personnel qualifications in line with national regulations;
   - Inbound Receiving
   - Put-away and Replenishment
   - Inventory control processes and resolution
   - Outbound audit processes
   - Loading process
   - Training in relation to good storage practice, regulations, and safety;
   - Premises and facilities;
   - Maintenance of good storage practice;
   - Routing and processing of all products from receiving to dispatch and the reverse logistics cycle;
   - Managing information and the control of product in the event of a recall being required;
   - Quarantine, sampling, and releasing goods from quarantine;
   - Stock rotation and control;
   - Control of obsolete and outdated products;
   - Returned goods handling, and re-evaluation process.

i. Packaging and packing methods shall comply with the Subcontractor’s requirements for ensuring the safety, efficacy, and quality of the product, and shall be appropriate for distribution in the particular climates and transport and storage conditions encountered in Malawi. Orders will be received at least 48 working hours prior to required dispatch.

j. Mixing of products during picking and packing into original manufacturer's boxes will not be permitted and Mixing of products in unprinted boxes during picking and packing into original manufacturer’s boxes will not be permitted.

k. Ensure that all dispatched orders correspond to distribution matrices/plans approved by Chemonics.

l. Whenever required, the Subcontractor will be responsible for loading the shipments, including provision of personnel and material handling equipment, onto the transporter’s vehicles, and will provide PODs signed by the transportation company to Chemonics after pick-up. Any costs associated with this loading, including personnel and material handling equipment costs, are included in the pick, pack and dispatch rates included in Section D.1 of this subcontract.
m. Within 24 hours, report any incidences of loss or damage to the commodities in the warehouse or any event that can affect the integrity of the commodities including: fire, dampening/wetting of commodities in stock due to leaking roof or flooding, etc.

n. Periodically, the Subcontractor may receive email communications from entities other than Chemonics that will concern Chemonics commodities managed by the Subcontractor. The Subcontractor is to take no action in regard to emails of this nature as it pertains to Chemonics commodities. If this happens the Subcontractor is to forward this email to staff at Chemonics so they can determine the appropriate action.

**Deliverables**

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.3 below.

**Deliverable No. 1: Completion of Delivery Email**

Upon completion of the delivery of new consignments to Subcontractor(s)’s Warehousing/Distribution Center, Subcontractor(s) shall inform via email all parties on a pre-approved recipients distribution list with the following information:

- **Subject line**: Inbound Shipment Arrival Notification – GHSC-PSM Malawi, that details the following:
- **Body of email**: Please be aware that a shipment has arrived at Subcontractor(s) Warehousing/Distribution Center on mm/dd/yy. *Details:
  - Program: PSM-PEPFAR, PSM-PMI, PSM-FP or any program as may have communicated.
  - RO Number/ASN - PO Number
  - Information on the waybill/ POD regarding number of pallets/cartons
  - Status of delivery- complete / incomplete
  - Detailed receiving report to follow within 48 hours of receipt.
  - Update the information of the unit prices of the line items, as the case maybe and ensure this data is also updated in the WMS.

*Subcontractor shall take additional steps and follow communication procedures for cold chain pharmaceuticals accordingly:

- The subcontractor(s) shall confirm that the shipment arrived with a temperature monitoring device (TMD) and/or temperature control device (e.g. ice packs)
- The subcontractor(s) stop the TMD and download the data from the TMD. The downloaded shall be shared as part of the receipt report
- The subcontractor shall check condition of ice pack and/or dry ice
- Take adequate number of pictures of the shipment, showing clearly how the shipment was packed and the position of the TMD, position of temperature control device and the condition of temperature control devices .
- When a cold chain shipment arrives without TMD and/or temperature control device (e.g. ice packs), the subcontractor shall notify XXXXX immediately via email and phone call.
• Attachments: Signed POD/receiving report

Deliverable No. 2: Detailed receiving report

Within 48 hours of inbound shipment arrival, or within the time period agreed upon for special or large shipments, Subcontractor(s) shall send a detailed receiving report to all parties on a pre-approved email distribution list that includes a list of the commodities received, quantities, batch numbers, and details on any pallet reconfigurations, re-palletization (which is subject to agreement and approval by GHSC-PSM Malawi project office, damages, losses, or discrepancies.

Deliverable No. 3: Weekly Stock Summary Report

Weekly, Subcontractor(s) shall send a detailed and validated Stock Summary Report to all parties on a pre-approved email distribution list for commodities. This report details the stock on hand by product and batch number as at opening of business every Monday (including product description, quantities, values, expiry dates, manufacture dates, and remaining shelf life), stock issued and received in the previous week, details on all orders packed and tendered the previous week, and the opening and closing balance for the previous week. Separate tabs should be included, which contain information on any damages, short expiry products, and returns.

Deliverable No. 4: Monthly reports

• Monthly Consolidated Report: Report of current stocks summarizing receiving, distributing and final stock on a monthly basis for all USAID GHSC-PSM, or other donor program commodities. This report will indicate the number, description, batch number, unit and dosage of each product. The report will show in summary the initial quantity in stock at the beginning of the month, the quantity received, the quantity distributed and the final stock at the end of the month informing the shelf life of remaining stocks and eventually expired stocks. This report will also show the total number of pallets used during the month. This report shall be attached to each monthly invoice and will be required as condition of payment, sorted from earliest expiry date to the longest shelf life remaining.

• Monthly up-dates of stock issued, received, and on hand, value of products received, issued and on hand (per line item) including monthly up-dates of stock aging analysis and reporting.

• Inventory Transaction Details (ITD) by Implementing Partner (IPs) and donor/program: This report contains the list of commodities given to each IPs with quantities and values. This list is sequential by IP.

• ITD by Program: This report contains a list of commodities given to IPs with quantities and values from a particular program [PSM-PEPFAR, PSM-PMI, GF-HIV, GF-MAL, PSM-FP or USAID/UNFPA/GON, or any donor/program as may have communicated.] This list is sequential by Implementing Partner (IPs) and donor/program. ITD by Product (Stock Ledger): This report gives detailed transactions by product with a quantity/value summation.

• Inventory Activity Report: All commodities Received/Issued for the period with transaction references (PO numbers, ASN no., MAWB no. for all Inbound and WCOF no. for all Outbound).

• Batches and Expiry Report (BER): This shows batches and expiry date of current stock balances.
• Report of monthly full stock counts signed by both Chemonics Field Office and the Subcontractor.

Deliverable No.5: Copies of PODs

Upon dispatch of outbound shipments, Subcontractor(s) shall send copies of the PODs (or ePODs when available) signed by the party responsible for transportation to Chemonics as evidence of handing over the picked and packed orders to the responsible party.

II.3. Deliverables Schedule

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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 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
PRIME CONTRACT NO. AID-OAA-I-15-00004

Subcontract number: (insert Subcontract Number here)
Start Date: December 1, 2020
End Date: November 28, 2023
IQS ceiling (maximum aggregate value of all sub-task orders awarded): $2,500,000

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

ISSUED TO:
(INCLUDE SUBCONTRACTOR NAME AND ADDRESS)

Subcontractor Tax ID Number: (INSERT Subcontractor Employer Identification Number (EIN) or local tax reference number as applicable)
Subcontractor DUNS Number: (INSERT Subcontractor DUNS for awards valued at $30,000USD or higher unless exempted. Delete if not applicable.)

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The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for consideration stated herein.

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

For
Chemonics International Inc.

By:

____________________________
{name}       {name}
{title of officer}     {title of officer}
Date Signed: {insert date}  Date Signed: {insert date}

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, (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 storage of pharmaceutical cold chain, pharmaceutical grade, and/or ambient health commodities in Lilongwe in Malawi on behalf of USAID.

This subcontract represents and comprises Chemonics’ and the Subcontractor’s complete agreement with respect to providing the warehousing 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 shall report on performance as required in reports and deliverables and for the key performance indicators in Section Y and sub-task 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.

Individual sub-task orders will be issued for detailed statements of work and deliverables to support the
handling, reception, storage and dispatch of the specified quantities of commodities (bales of LLINs, pharmaceutical commodities). Activities within the scope of this IQS include but are not limited to the below:

3. The storage facilities must be located within the city limits of Lilongwe, Malawi, and must meet the following requirements:

   a. The facility must be fully enclosed with permanent material and a concrete floor with a fence or wall.
   b. The premises will be kept locked when not in use and secured at all times.
   c. The premises will be available to Chemonics, Chemonics guests and officers, and/or Ministry of Health personnel (according to a list of individuals provided by Chemonics) within a time period that is mutually agreed upon by the Subcontractor and Chemonics, during normal business hours, for inspection of goods and facilities.
   d. The premises will be available to personnel of the Pharmacy, Medicines, and Poisons Board (PMPB) within a time period that is mutually agreed upon by the Subcontractor and Chemonics, during normal business hours, for inspection of goods and facilities. The Subcontractor may be requested by Chemonics to hand over to PMPB personnel samples of commodities withdrawn from inventory for testing purposes. Inventory records related to PMPB withdrawals from inventory must be recorded as such.
   e. Facility must be authorized by local regulatory authorities of Malawi to manage pharmaceutical-grade commodities.
   f. All health commodities must be stored on pallets off the floor, stacked to no higher than 2.5 meters, or on racks. It is a requirement that the warehouse has the minimum of 2,000 pallet spaces with a pallet size of 1.2m x 1.2m x 0.8 m (i.e. 1.152cbm).
   g. Products shall be stacked to allow reading of external packaging labels which indicate contents, quantity, weight, manufacturing date or expiry date, and any special instructions for handling, stacking, shipping, storage or transport.
   h. Facility must be secured by CCTV, guards, and any other precautions to prevent access to the facility by unauthorized personnel; employees must have company-issued identification. Only authorized visitors can enter the premises. Authorized visitors need to show identification and there needs to be a log kept.
   i. A warehouse management system must be in place at beginning of contract/agreement and capable of tracking activities at the batch/lot level, SKU and expiration date. The warehouse management system (WMS) should allow for the control of goods movement in such a manner that prevents contamination, mix-ups, and cross contamination
   j. The WMS (warehouse management system) need the ability to invoice by different Task Orders.
   k. Every item/SKU must have a designated pick slot (no mixing of items in a pick location)
   l. Reserve locations cannot mix items
   m. The building and property must be fully compliant with local fire, health & safety regulations with functioning smoke detectors and timely serviced fire extinguishers.
   n. Possess appropriate pallet handling equipment including functioning electric forklifts capable of handling 2,000 kg loads.
o. Comply with the requirements of The Workers Compensation Act, 2000 whereby Section 4 places a duty on the employer to ensure that every worker employed by him or her works under satisfactory, safe, and healthy conditions.

p. Sufficient capacity to allow for orderly receipt for cross docking and/or storage of various categories of product i.e. products in quarantine, released, rejected, returned or recalled products;

q. Storage areas should be clean, dry and free of vermin, and maintained within acceptable temperature limits depending on product and manufacturers’ guidance.

r. Temperatures shall be monitored continuously throughout the facility and recorded at regular intervals. Equipment used for monitoring shall be calibrated at defined intervals according to the equipment manufacturer specifications. The Subcontractor shall ensure that temperatures are maintained at appropriate levels for the commodities stored in the facility and that temperature logs are available for review at the request of Chemonics.

s. Where special storage conditions are required based on the needs of the particular pharmaceuticals and commodities, storage shall be provided, checked and monitored and recorded to meet at least the minimum requirements. These include temperature and humidity by following categories:
   i. 2 to 8 degrees Celsius (35.6 to 46.4 degrees Fahrenheit)
   ii. 15 to 25 degrees Celsius (59 to 77 degrees Fahrenheit)

t. In cases when products need to be refrigerated, the cold chain, which may include refrigerators and specific packaging, must be validated and proof of maintenance of such cold chain conditions shall be provided by the Subcontractor at Chemonics’ request.

u. A written sanitation and pest control procedure shall be maintained, together with logs recording the use of all pest control agents including amount used, method of application, and date and time.

v. The goods receiving dock shall be protected to prevent dust, rain, and dirt from entering the facility.

w. Materials and Pharmaceutical products shall be stored or cross docked in conditions that provide for adequately maintained stock; and the stock shall be appropriately rotated. Dispatches of stock shall follow the “First expiry First Out” (FEFO), unless limited by import or export minimum shelf life requirements.

x. Rejected materials shall be identified and stored in a manner that prevents their use and or distribution until a final decision is taken on the process to be followed regarding destruction or removal from the warehouse.

y. Damaged / broken stock shall be withdrawn from usable stock and separated, and Chemonics shall be properly notified within 3 days of discovery. The Subcontractor shall keep stock separated until given further instruction by Chemonics.

z. Storage areas shall provide adequate lighting for all tasks to be carried out accurately and safely.

aa. Back-up power must be provided for all operations as required seven days a week, twenty-four hours a day.

bb. USAID procured products shall not be mixed with the products of other clients on the same pallet.
cc. As requested, Subcontractor(s) shall provide the following to Chemonics:

- Copies of any insurance claim filed on behalf of Chemonics for products lost or stolen from the Warehouse.
- Copy of a valid insurance certificate(s) which must also include fidelity all risk insurance including but not limited to collusion and theft, covering goods in the Warehouse.
- Copies of the Subcontractor’s written sanitation and pest control procedure, together with logs recording the use of all pest control agents including amount used, method of application, and date and time.
- Status of actions based on any insurance company inspection. Subcontractor shall take actions necessary, within the timeframe specified by the insurance inspector and Chemonics, to respond to inspection survey or report findings to ensure that facility and warehouse services meet the standards of the insurance program covering Chemonics goods in the warehouse.

- When 90% warehouse space is occupied, the Subcontractor shall inform Chemonics in writing; written notification shall include statement that commodity shipments will not be received beyond available, compliant, warehouse space.

4. Specific activities and responsibilities for the provision of warehousing services include:

  o. Receiving of antimalarial medicines and rapid diagnostic tests (RDTs), contraceptives, nutritional supplements, and other health commodities; warehousing; order processing; and picking, packing, and dispatching products for such orders according to the regular delivery schedule and/or special delivery orders duly authorized by Chemonics, ensuring that products are distributed based on the FEFO principle, (unless limited by import or export limitations on minimum residual shelf life) and that proofs of delivery (PODs)* correspond precisely to approved orders. It is anticipated that PODs will include information such as quantities, batch numbers, product volume, description of good, destination, vehicle plate number, and security tag number.

  p. Subcontractor shall provide all the reports and other deliverables described in Section A.4, in accordance with the schedule described therein.

  q. Subcontractor shall maintain the ability to track and report inventory by unique product characteristics such as lot number, batch, and expiration data. To meet this requirement, the Subcontractor will, as a default practice, put away received commodities (receipts) in such a way as to avoid having multiple lots/batches of the same product on a single pallet and will also maintain the use of an automated inventory control (IT) system to manage this data.

  r. Conducting monthly stock counts in conjunction with Chemonics staff.
s. All pallets used are to be firm and unbroken, clean, free of dirt and insects, and stored or cross docked in a dry area. Storage of the goods must be in accordance with Chemonics’ instructions until released to consignees, or another party so designated by Chemonics.

t. Provision of an automated inventory control (IT) system that provides both batch and dynamic location control; and provision of limited and controlled access to this system for Chemonics staff on an agreed basis.

u. The inventory control personnel in the distribution center are responsible to ensure that separation of batches is maintained.

v. An adequate documentation system based on ISO 9001 guidelines with written instructions, Standard Operating Procedures, and Records/Evidence shall be maintained for all operations and particularly for:
   • Personnel qualifications in line with national regulations;
   • Inbound Receiving
   • Put-away and Replenishment
   • Inventory control processes and resolution
   • Outbound audit processes
   • Loading process
   • Training in relation to good storage practice, regulations, and safety;
   • Premises and facilities;
   • Maintenance of good storage practice;
   • Routing and processing of all products from receiving to dispatch and the reverse logistics cycle;
   • Managing information and the control of product in the event of a recall being required;
   • Quarantine, sampling, and releasing goods from quarantine;
   • Stock rotation and control;
   • Control of obsolete and outdated products;
   • Returned goods handling, and re-evaluation process.

w. Packaging and packing methods shall comply with the Subcontractor’s requirements for ensuring the safety, efficacy, and quality of the product, and shall be appropriate for distribution in the particular climates and transport and storage conditions encountered in Malawi. Orders will be received at least 48 working hours prior to required dispatch.

x. Mixing of products during picking and packing into original manufacturer's boxes will not be permitted and mixing of products in unprinted boxes during picking and packing into original manufacturer’s boxes will not be permitted.

y. Ensure that all dispatched orders correspond to distribution matrices/plans approved by Chemonics.
z. Whenever required, the Subcontractor will be responsible for loading the shipments, including provision of personnel and material handling equipment, onto the transporter’s vehicles, and will provide PODs signed by the transportation company to Chemonics after pick-up. Any costs associated with this loading, including personnel and material handling equipment costs, are included in the pick, pack and dispatch rates included in Section D.1 of this subcontract.

aa. Within 24 hours, report any incidences of loss or damage to the commodities in the warehouse or any event that can affect the integrity of the commodities including: fire, dampening/wetting of commodities in stock due to leaking roof or flooding, etc.

bb. Periodically, the Subcontractor may receive email communications from entities other than Chemonics that will concern Chemonics commodities managed by the Subcontractor. The Subcontractor is to take no action in regard to emails of this nature as it pertains to Chemonics commodities. If this happens the Subcontractor is to forward this email to staff at Chemonics so they can determine the appropriate action.

c. If requested by Chemonics at any time, the Subcontractor shall, on behalf of Chemonics and at Chemonics’ cost, insure the goods in accordance with Section H.1(iii) of this subcontract.

A.2.4. MANAGEMENT STRUCTURE

If SUBCONTRACTOR NAME anticipates or encounters difficulty in meeting performance requirements or complying with the Subcontract, then it shall immediately notify the GHSC-PSM representative in writing.

A.3. DELIVERABLES

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

SECTION B. SUBCONTRACT TYPE AND SUB-TASK ORDERS

B.1 SUBCONTRACT TYPE

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

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

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

c) Except for any limitations on quantities in the sub-task order Limitations clause, there is no limit on the number of sub-task orders that may be issued.

B.2 SUB-TASK ORDER PRICES

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

a) The following price list represents the rates to be utilized for services requested under RFTOP hereunder. Prices are not to exceed the rates set forth below.

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
<th>Unit</th>
<th>Ambient Rate (USD)</th>
<th>LLIN Rate (USD)</th>
<th>Cold Chain Rate (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inbound Pallet Processing</td>
<td></td>
<td>Pallet*/Bale</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outbound Order Processing</td>
<td></td>
<td>Order</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse Storage Per Pallet (monthly closing pallets)</td>
<td></td>
<td>Pallet/Bale</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick, Pack, Loading, Dispatch</td>
<td></td>
<td>Carton/Case/Bale</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick, Pack, Loading, Dispatch Partial</td>
<td></td>
<td>Carton/Case*/Bale</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B.3 OBLIGATED AMOUNT AND MAXIMUM CONTRACT CEILING

a) 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) Maximum Ordering Limitation This is a multi-award IDIQ subcontract with an overall ceiling price of $2,500,000. 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 supplies and services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed price sub-task orders by Chemonics. Such sub-task orders may be issued from the effective date of this indefinite quantity subcontract through its expiration.

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

c) Sub-task orders must be issued through written communication by the GHSC-PSM Reuben Banda or his designee.

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

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

Each sub-task order shall specify at a minimum:

a) Sub-task order number;

b) The effective date and a completion date of the sub-task order;

c) Statement of work;

d) Reports and other deliverables;

e) Schedule of deliverables;

f) The firm-fixed-price of the sub-task order;

g) Schedule and method of payments;

h) Place of performance;

i) Any sub-task order-specific performance standards;

j) Any sub-task order specific requirements and relevant information; and

k) Technical and management direction.

C.3. ORDERING PROCEDURE

As the need for the Subcontractor’s services and expertise arise in the course of the project, the GHSC-PSM Subcontracts Manager, Reuben Banda, or his/her designee will draft Request for Sub-Task Order Proposal (RFTOP) containing a scope of work and expected deliverables. Using the RFTOP and the prices established in B.3 both parties will negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.
C.4. PERFORMANCE OF SUB-TASK ORDERS

a) Upon award of a fixed price sub-task order, the Subcontractor shall commence the work.

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

c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the sub-task order fixed price.

d) The Subcontractor is not authorized to delegate or assign (subcontract) full or partial performance of a sub-task order to another organization without the express consent of Chemonics contracts department.

C.5. ORDERING LIMITATIONS

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

C.6. CHANGES, TERMINATION AND STOP WORK

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

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

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

SECTION D. REPORTING AND TECHNICAL DIRECTION

(a) Only Chemonics’ Senior Vice President has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each sub-task order, under the general technical direction of the GHSC-PSM Country Director, Daniel Taddesse, or his/her designee as indicated in each task order. The GHSC-PSM Country Director, Daniel Taddesse, 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 Country Director, or his/her designee, unless otherwise specified in a sub-task order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Country Director, Daniel Taddesse, or other authorized project staff member.
SECTION E. PERIOD OF PERFORMANCE

The effective date of this subcontract is, December 1, 2020 and the completion date is November 28, 2023. The Subcontractor shall deliver the deliverables set forth in each sub-task order to GHSC-PSM Reuben Banda, Subcontracts Manager, in accordance with the sub-task order schedule.

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

SECTION F. INVOICING AND PAYMENT

Upon the GHSC-PSM representative’s, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of GHSC-PSM Subcontracts Manager, Reuben Banda, rbanda@ghsc-psm.org, and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in US dollars; and d) payment information corresponding to the authorized account listed in below.

Payment Account Information

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

Chemonics will pay the Subcontractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Subcontractor’s deliverables, and b) Chemonics’ receipt of the Subcontractor’s invoice. Payment will be made in US dollars, paid to the account specified above.

SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS

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

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

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

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

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

(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:
   (1) Military equipment
   (2) Surveillance equipment
   (3) Commodities and services for support of police and other law enforcement activities
   (4) Abortion equipment and services
   (5) Luxury goods and gambling equipment, or
   (6) Weather modification equipment.

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:
   (1) Agricultural commodities,
   (2) Motor vehicles,
   (3) Pharmaceuticals and contraceptive items
   (4) Pesticides,
   (5) Fertilizer,
   (6) Used equipment, or
   (7) U.S. government-owned excess property.

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

SECTION I. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

SECTION J. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

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

SECTION K. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.

2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the
provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

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

SECTION L. 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 M. PROTECTING CHEMONICS’ INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS

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

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

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

SECTION N. GOVERNING LAW AND RESOLUTION OF DISPUTES

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

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

**SECTION O. SET-OFF CLAUSE**

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

**SECTION P. ASSIGNMENT AND DELEGATION**

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

**SECTION Q. ORGANIZATIONAL CONFLICTS OF INTEREST**

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

**SECTION R. GRATUITIES AND ANTI-KICKBACK**

GlobalQMS ID: 691.12, 10 September 2019
(a) Subcontractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Chemonics supplier.

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

SECTION S. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224

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

SECTION T. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at http://www.treas.gov/offices/enforcement/ofac.

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

SECTION U. COMPLIANCE WITH U.S. EXPORT LAWS

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign
As required, subject to Chemonics’ prior approval for all exports or imports under the Subcontract, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Subcontractor agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Subcontractor’s non-compliance with this provision.

SECTION V. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS

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

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

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

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

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

SECTION W. SUBCONTRACTOR PERFORMANCE STANDARDS

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

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

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

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

SECTION X. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS

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

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

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

SECTION Y. REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

(b) Subcontractor’s Responsibility to Report Identifying Data.
Within 7 days of an award of a subcontract or sub-task order with a value of $30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification
found in Section I.6. If the Subcontractor maintains a record in the System for Award Management (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 Z. SECURITY

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

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

(c) Security Coordination, Reports of Security Threats and Incidents
The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor’s security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.
The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract (“Security Threats”). Security Threats must be reported to Chemonics 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 AA. 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 BB. INSURANCE REQUIREMENTS AND LIMITATION OF LIABILITY

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

(a) Commercial general liability insurance with a combined bodily injury and property damage single limit of $1,000,000 per occurrence and $2,000,000 in the annual aggregate which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury, and broad form property damage with no care, custody and control exclusion, and with no copyright infringement, trade secrets or software code exclusions;

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

(c) Employer’s liability insurance in accordance with the applicable laws of the states or countries where the Subcontractor performs services hereunder, but in no event less than $1 million per occurrence;

(d) Workers’ compensation insurance in accordance with the applicable laws of the states or countries where the Subcontractor performs services hereunder;

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

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

- Buildings – Cost of rebuilding
- Equipment – Replacement costs
- Business Interruption: GP for the 12 month period

(g) Comprehensive automobile liability insurance with a combined bodily injury and property damage in accordance with the applicable laws of the states or countries where the Subcontractor performs services hereunder, but in no event less than $1 million per occurrence;
Excess umbrella liability, including products/completed operations, with limits of not less than $1,000,000 each occurrence;

The Subcontractor’s policy and certificate shall include all Indemnitees, as additional named insured. The Subcontractor will deliver a certificate(s) of insurance evidencing the coverage specified above to Chemonics prior to signing this Subcontract and prior to providing any Services. Such certificate(s) will stipulate that the insurance company(ies) will provide Chemonics at least thirty (30) days’ prior written notice of any cancellation of coverage. Should the Subcontractor fail to provide the requested evidence of insurance Chemonics shall be entitled to procure such coverage on behalf of the Subcontractor and all premium costs should be born by the Subcontractor. All coverage will include a waiver of underwriter’s rights of subrogation against Chemonics. Subcontractor will be solely responsible for any deductible or self-insurance retentions. The stipulated limits of coverage above shall not be construed as a limitation or expansion of any potential liability to Chemonics, and failure to request evidence of this insurance shall in no way be construed as a waiver of the Subcontractor’s obligation to provide the insurance coverage specified. Such insurance afforded to Chemonics shall be primary insurance and any other valid insurance existing for Chemonics’s benefit shall be in excess of such primary insurance.

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

**Liability for Lost or Damaged Goods**

a. Calculation of Liability for Lost or Damaged Goods and Limitation of Liability

1. In performing the warehousing services pursuant to this agreement, the Subcontractor shall be liable for any losses, damages, expenses and/or claims incurred by Chemonics (“Claims”). The Subcontractor shall be liable for any loss or damage to the goods attributable to the fault of the Subcontractor, its employees or its contracted third parties. The Subcontractor shall be liable for, and Chemonics’ claim shall be based on valuation basis as follows: cost of commodities, plus freight and insurance plus 10% (CIF plus 10%).

2. To the extent the Subcontractor uses any auxiliary employees or subcontractors, or other persons, to perform the services, the Subcontractor shall assume full responsibility and liability pursuant to this agreement for the acts and omissions of such persons as if they were the Subcontractor’s own acts and omissions.

b. Notice of Loss or Damage

1) The Subcontractor will inspect all goods upon receipt at the facilities and report and take photos of any visible or suspicion of damage with notice of receipt, and if the Subcontractor does not report damage related to inbound shipment within five working days of the goods arrival at the facilities managed by Subcontractor, then the Subcontractor shall be liable for any such 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 facilities, until the goods are transferred to Chemonics’ identified transporter and/or recipient. The Subcontractor shall transfer custody of the goods when requested to Chemonics’ identified transporter and/or recipient in accordance with the procedure for pick, pack and dispatch (FOT) agreed upon by the Parties. The Subcontractor may not remove or destroy any damaged cargo without written approval from Chemonics.

2) The Subcontractor will notify Chemonics in writing of any loss of damage to the goods handled by the Subcontractor promptly after discovery of same, and in no case more than forty-eight (48) after confirmation of loss or damage. Chemonics must give the Subcontractor written notice of any claim for loss or damage within sixty (60) days after discovery.

2) The Subcontractor shall accept or reject any claim filed by Chemonics within thirty (30) days of notice of the claim. If the Subcontractor is liable under this terms of this section, then the Subcontractor will pay for the lost or damaged goods within sixty (60) days.

3) Lost Goods Later Found

If any lost goods for which payment has been made to Chemonics are found or otherwise accounted for, and are also still in useable condition, Chemonics shall reimburse the Subcontractor for the amount paid.

Limitation of Liability

Except for (i) any damages for bodily injury (including death) and damage to real property and tangible personal property for which a Party is legally liable as limited in terms of this Subcontract; and (ii) any indemnity obligations under this Subcontract (hereinafter the “Excluded Liabilities”), in no event will Chemonics/GHSC-PSM have any liability arising from or related to this Subcontract, for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if Subcontractor or Chemonics/GHSC-PSM has been advised of the possibility of such damages.

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:

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

<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>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, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</td>
<td>MAY 2014</td>
<td>All subcontracts equal to or greater than the simplified acquisition threshold (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 the simplified acquisition threshold (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>OCT 2015</td>
<td>All subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.</td>
</tr>
<tr>
<td>52.203-14</td>
<td>DISPLAY OF HOTLINE POSTER(S)</td>
<td>OCT 2015</td>
<td>All subcontracts that have a value in excess of $5.5 million 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>APR 2014</td>
<td>All Subcontracts equal to or greater than the simplified acquisition threshold</td>
</tr>
<tr>
<td>52.204-06</td>
<td>Unique Entity Identifier</td>
<td>OCT 2016</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>OCT 2018</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>52.204-23</td>
<td>PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES</td>
<td>JUL 2018</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>52.209-2</td>
<td>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION</td>
<td>NOV 2015</td>
<td>All subcontracts regardless of value (Note 1 applies)</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date*</td>
<td>Notes and Applicability</td>
</tr>
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</tr>
<tr>
<td>52.209-6</td>
<td>PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH</td>
<td>AUG 2013</td>
<td>All Subcontracts &gt; $35,000. (Note 2 applies)</td>
</tr>
<tr>
<td></td>
<td>CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</td>
<td></td>
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</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>52.215-2</td>
<td>AUDITS AND RECORDS - NEGOTIATION</td>
<td>OCT 2010</td>
<td>All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)</td>
</tr>
<tr>
<td>52.215-10</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA</td>
<td>AUG 2011</td>
<td>Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph (c)(1). &quot;Government&quot; means &quot;Chemonics&quot; in paragraph (d)(1).)</td>
</tr>
<tr>
<td></td>
<td>Rights and obligations under this clause shall survive completion of</td>
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<tr>
<td></td>
<td>the Work and final payment under this Subcontract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.215-11</td>
<td>PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA --</td>
<td>AUG 2011</td>
<td>Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)</td>
</tr>
<tr>
<td></td>
<td>MODIFICATIONS</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Rights and obligations under this clause shall survive completion of</td>
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<tr>
<td></td>
<td>the Work and final payment under this Subcontract.</td>
<td></td>
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</tr>
<tr>
<td>52.215-12</td>
<td>SUBCONTRACTOR CERTIFIED COST OR PRICING DATA</td>
<td>OCT 2010</td>
<td>Applies if Subcontract &gt; $750,000 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; $750,000 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 is above the simplified acquisition threshold. Delete paragraph (b) of the clause.</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)</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></td>
<td>OTHER THAN PENSIONS</td>
<td></td>
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</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</td>
<td>OCT 2010</td>
<td>(Note 2 applies.)</td>
</tr>
<tr>
<td></td>
<td>THAN CERTIFIED COST OR PRICING DATA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52.215-21</td>
<td>REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER</td>
<td>OCT 2010</td>
<td>(Note 2 applies)</td>
</tr>
<tr>
<td></td>
<td>THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS</td>
<td></td>
<td></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 which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)</td>
</tr>
<tr>
<td>52.216-7</td>
<td>ALLOWABLE COST AND PAYMENT</td>
<td>AUG 2018</td>
<td>Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time &amp; Materials (T&amp;M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and</td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date*</td>
<td>Notes and Applicability</td>
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</tr>
<tr>
<td>52.216-8</td>
<td>FIXED FEE</td>
<td>JUN 2011</td>
<td>Applies only if this Subcontract includes a fixed fee. 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 &quot;Government&quot; 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>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>OCT 2018</td>
<td>Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.219-9</td>
<td>SMALL BUSINESS SUBCONTRACTING PLAN</td>
<td>AUG 2018</td>
<td>Applies if this Subcontract &gt; $700,000 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 PREMIUMS</td>
<td>JUL 1990</td>
<td>Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)</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>Clause Number</td>
<td>Title</td>
<td>Date*</td>
<td>Notes and Applicability</td>
</tr>
<tr>
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</tr>
<tr>
<td>52.222-21</td>
<td>PROHIBITION OF SEGREGATED FACILITIES</td>
<td>APR 2015</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>SEP 2016</td>
<td>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>APR 2015</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 where the work is performed entirely outside the U.S. by employees recruited outside the United States.</td>
</tr>
<tr>
<td>52.222-36</td>
<td>EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES</td>
<td>JUL 2014</td>
<td>Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.)</td>
</tr>
<tr>
<td>52.222-37</td>
<td>EMPLOYMENT REPORTS ON VETERANS</td>
<td>FEB 2016</td>
<td>Applies if this Subcontract is for $150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.</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 000above the simplified acquisition threshold. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;</td>
</tr>
<tr>
<td>52.222-50</td>
<td>COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)</td>
<td>JAN 2019</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>52.222-54</td>
<td>EMPLOYMENT ELIGIBILITY VERIFICATION</td>
<td>OCT 2015</td>
<td>Applies to Subcontracts which exceed the simplified acquisition threshold 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.</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 to all subcontracts regardless of value.</td>
</tr>
<tr>
<td>52.225-1</td>
<td>BUY AMERICAN ACT -- SUPPLIES</td>
<td>MAY 2014</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</td>
<td>FEB 2019</td>
<td></td>
</tr>
<tr>
<td>Clause Number</td>
<td>Title</td>
<td>Date*</td>
<td>Notes and Applicability</td>
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</tr>
<tr>
<td>52.227-1</td>
<td>AUTHORIZATION AND CONSENT</td>
<td>DEC 2000</td>
<td>Applies if the Subcontract is above the simplified acquisition threshold. (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 2000</td>
<td>Applies if this Subcontract is above the simplified acquisition threshold. (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>MAY 2014</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>FEB 2013</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>OCT 2015</td>
<td>Applies only when referenced in this Subcontract that full CAS coverage applies. &quot;United States” means &quot;United States or Chemonics.” Delete paragraph (b) of the clause.</td>
</tr>
<tr>
<td>52.230-3</td>
<td>DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES</td>
<td>OCT 2015</td>
<td>Applies only when referenced in this Subcontract that modified CAS coverage applies. &quot;United States&quot; means &quot;United States or Chemonics.” Delete paragraph (b) of the clause.</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>AUG 2016</td>
<td>&quot;United States” means &quot;United States or Chemonics.” 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>
</tbody>
</table>
| 52.232-40    | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS     | DEC 2013 | Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated
<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date*</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<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(h)(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 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>JAN 1997</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>JAN 2019</td>
<td>Applies to Subcontracts for commercial items only.</td>
</tr>
<tr>
<td>52.245-1</td>
<td>GOVERNMENT PROPERTY (APR 2012) (ALT I)</td>
<td>JAN 2017</td>
<td>&quot;Contracting Officer&quot; means &quot;Chemonics&quot; except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. &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>
</tbody>
</table>

GlobalQMS ID: 691.12, 10 September 2019
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<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Title</th>
<th>Date*</th>
<th>Notes and Applicability</th>
</tr>
</thead>
<tbody>
<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 at or below the simplified acquisition threshold 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>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>Clause Number</td>
<td>Title</td>
<td>Date*</td>
<td>Notes and Applicability</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</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 replaces paragraph (d) of 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>DEC 1991</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>JULY 1997</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>DEC 1998</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 SUPPLEMENT FOR HG EMPLOYEANS (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)</td>
<td>MAR 2015</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>
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<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>752.7013</td>
<td>CONTRACTOR-MISSION RELATIONSHIPS</td>
<td>JUN 2018</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>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. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor’s records which are required to be preserved and made available by the “Examination of Records by the Comptroller General” and “Audit” clauses of this contract. (Note 5 applies)</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 REVIS ED 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>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>752.7101</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>
CC.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts

Subcontractor Name:
Subcontract or Sub-Task Order Number:
Subcontract or Sub-Task Order Start Date:
Subcontract or Sub-Task Order Value:

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

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

___Yes ___No

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

(i) Subcontractor 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 Sub-Task Order. Annual certification is required for information provided in paragraph (v) above.

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

(1) *Salary and bonus.*

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

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

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

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

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

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

**SECTION DD. 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.
## SECTION EE. TASK ORDER TEMPLATE

<table>
<thead>
<tr>
<th>1. Issued by:</th>
<th>2. Issued to:</th>
</tr>
</thead>
</table>
| Chemonics International Inc.  
1717 H Street, N.W.  
Washington, D.C. 20006 | (Name and address of Subcontractor) |

### 3. Subcontract Number:

### 4. Sub-Task Order Number:

### 5. Prime Contract and Task Order Number:

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

| Name: | Name: Rebecca Logan |
| Title: | Senior Vice President |

(Insert name of subcontractor)

| By (signature): | By (signature): |
| Date: | Date: |

---

### A.1 TITLE

Pharmaceutical-grade Storage and Warehousing Services for Health Commodities in Malawi
A.2 BACKGROUND

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

A.3 OBJECTIVE

(Insert specific objectives for THIS sub-task order)

A.4 STATEMENT OF WORK

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

A.5 DELIVERABLES AND DELIVERABLES SCHEDULE

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

Deliverable No. 1: Completion of Delivery Email

Upon completion of the delivery of new consignments to Subcontractor(s)’s Warehousing/Distribution Center, Subcontractor(s) shall inform via email all parties on a pre-approved recipients distribution list with the following information:

- Subject line: Inbound Shipment Arrival Notification – GHSC-PSM Malawi, that details the following:
  - Body of email: Please be aware that a shipment has arrived at Subcontractor(s) Warehousing/Distribution Center on MM/DD/YY. *Details:
    - Program: PSM-PEPFAR, PSM-PMI, PSM-FP or any program as may have communicated.
    - RO Number/ASN - PO Number
    - Information on the waybill/ POD regarding number of pallets/cartons
    - Status of delivery- complete / incomplete
    - Detailed receiving report to follow within 48 hours of receipt.
    - Update the information of the unit prices of the line items, as the case maybe and ensure this data is also updated in the WMS.

  - *Subcontractor shall take additional steps and follow communication procedures for cold chain pharmaceuticals accordingly:
    - The subcontractor(s) shall confirm that the shipment arrived with a temperature monitoring device (TMD) and/or temperature control device (e.g. ice packs)
    - The subcontractor(s) stop the TMD and download the data from the TMD. The downloaded shall be shared as part of the receipt report
The subcontractor shall check condition of ice pack and/or dry ice
Take adequate number of pictures of the shipment, showing clearly how the shipment was packed and the position of the TMD, position of temperature control device and the condition of temperature control devices.

When a cold chain shipment arrives without TMD and/or temperature control device (e.g. ice packs), the subcontractor shall notify XXXXX immediately via email and phone call.

- Attachments: Signed POD/receiving report

Deliverable No. 2: Detailed receiving report

Within 48 hours of inbound shipment arrival, or within the time period agreed upon for special or large shipments, Subcontractor(s) shall send a detailed receiving report to all parties on a pre-approved email distribution list that includes a list of the commodities received, quantities, batch numbers, and details on any pallet reconfigurations, re-palletization (which is subject to agreement and approval by GHSC-PSM Malawi project office, damages, losses, or discrepancies.

Deliverable No. 3: Weekly Stock Summary Report

Weekly, Subcontractor(s) shall send a detailed and validated Stock Summary Report to all parties on a pre-approved email distribution list for the COVID-19 commodities. This report details the stock on hand by product and batch number as at opening of business every Monday (including product description, quantities, values, expiry dates, manufacture dates, and remaining shelf life), stock issued and received in the previous week, details on all orders packed and tendered the previous week, and the opening and closing balance for the previous week. Separate tabs should be included, which contain information on any damages, short expiry products, and returns.

Deliverable No. 4: Monthly reports

Monthly Consolidated Report: Report of current stocks summarizing receiving, distributing and final stock on a monthly basis for all USAID GHSC-PSM, or other donor program commodities. This report will indicate the number, description, batch number, unit and dosage of each product. The report will show in summary the initial quantity in stock at the beginning of the month, the quantity received, the quantity distributed and the final stock at the end of the month informing the shelf life of remaining stocks and eventually expired stocks. This report will also show the total number of pallets used during the month. This report shall be attached to each monthly invoice and will be required as condition of payment, sorted from earliest expiry date to the longest shelf life remaining.

- Monthly up-dates of stock issued, received, and on hand, value of products received, issued and on hand (per line item) including monthly up-dates of stock aging analysis and reporting.
- Inventory Transaction Details (ITD) by Implementing Partner (IPs) and donor/program: This report contains the list of commodities given to each IPs with quantities and values. This list is sequential by IP.
- ITD by Program: This report contains a list of commodities given to IPs with quantities and values from a particular program [PSM-PEPFAR, PSM-PMI, GF-HIV, GF-MAL,
PSM-FP or USAID/UNFPA/GON, or any donor/program as may have communicated.

This list is sequential by Implementing Partner (IPs) and donor/program. ITD by Product (Stock Ledger): This report gives detailed transactions by product with a quantity/value summation.

- Inventory Activity Report: All commodities Received/Issued for the period with transaction references (PO numbers, ASN no., MAWB no. for all Inbound and WCOF no. for all Outbound).
- Batches and Expiry Report (BER): This shows batches and expiry date of current stock balances
- Report of monthly full stock counts signed by both Chemonics Field Office and the Subcontractor.

Deliverable No.5: Copies of PODs

Upon dispatch of outbound shipments, Subcontractor(s) shall send copies of the PODs (or ePODs when available) signed by the party responsible for transportation to Chemonics as evidence of handing over the picked and packed orders to the responsible party.

b) 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>(Deliverable Name from Section A.5.a)</td>
<td>(Date)</td>
</tr>
<tr>
<td>2</td>
<td>(Deliverable Name from Section A.5.a)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>

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

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

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

**A.6 TECHNICAL DIRECTIONS**

The Subcontractor shall render the services and produce the deliverables stipulated in Section A.5, above, under the general technical direction of the GHSC-PSM Country Director, Daniel Taddesse, or his/her designee. The GHSC-PSM Country Director, Daniel Taddesse, 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.7 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.5 in accordance with the Statement of Work in Section A.4 to the GHSC-PSM Subcontracts Manager, Reuben Banda, in accordance with the schedule stipulated therein.

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

A.8 CONTRACT TYPE

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

A.9 FIRM FIXED PRICE

a) As consideration for the delivery of all of the products and/or services stipulated in Section A.4 and A.5, Chemonics will pay the Subcontractor a total of (insert amount (if local subcontract amount should be in local currency). This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.7, Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section A.9(c), below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table:

<table>
<thead>
<tr>
<th>Installment Number and Amount</th>
<th>Corresponding Deliverable Number(s) and Name(s)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SXX,XXX</td>
<td>1. (Deliverable No. 1 Name)</td>
</tr>
<tr>
<td>2. SYY,YYY</td>
<td>2. (Deliverable No. 1 Name)</td>
</tr>
</tbody>
</table>

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

b) Upon the GHSC-PSM Subcontracts Manager, Reuben Banda, acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of GHSC-PSM Subcontracts Manager, Reuben Banda, and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) US dollars, per Section A.9(a), above; and d) payment information corresponding to the authorized account listed in A.9(c), below. Payment will be made according to the terms described in the ordering Subcontract.

c) (NOTE: if the ordering subcontract includes a clause with the payment account information, this subsection may be altered to just state that "Chemonics shall remit payment according to the payment terms and any authorized accounts contained in the ordering Subcontract"). 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)

ADDITIONAL CLAUSES: (Depending on the needs of the task order and the clauses incorporated in our prime task order, the next clauses should be utilized to include specific regulations for the subtask order. Such as: Differentials and Allowances if there are long-term staff; International Travel if travel applies; specific regulations on procurement or restrictions on procurement of non-expendable property; training regulations; key personnel, etc. The project may also need to include workplans, PMPs, or other project data as annexes or in the text of the subtask order. If the prime task order includes additional contract regulations or clauses incorporated by reference, those clauses may need to be flowed down to the subcontractor as well. Please consult Contracts if you are unsure which of the prime-task order clauses or regulations apply to subcontractors.)

(Check the sub-IQC to ensure that the export compliance clauses are included there. If they are not, include them here.)

A.10 INSURANCE REQUIREMENTS

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

A.11 INSERT IQC/TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)
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 PSM-MWI-2020-002

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

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

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

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

Sincerely yours,

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

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the subcontract will be funded under a United States government-funded project, it is important that all offerors’ budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

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.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.
Annex 3 Guide to Putting Together a Pricing Table for the Warehousing/Distribution Center Services Subcontract

The purpose of this annex is to guide offerors in creating rates for their cost proposal. Because the subcontract will be funded under a United States government-funded project, it is important that all offerors’ costs conform to this standard format. It is thus recommended that offerors follow the steps described below.

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.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each activity. The cost proposal should provide the best estimate of the costs associated with each activity.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

The following should also be noted:

Storage:
Monthly billing for storage should be based on the closing balance of the number of pallets in storage at the end of the month. The closing balance is calculated as follows:
- Opening pallets + Inbound Pallets – Outbound = Closing balance (Storage pallets)
- All products of same batch must be consolidated on one pallet depending on pallet coefficient per product line and confirmed before billing is calculated

Outbounds:
Dispatch should be billed based on the fraction of a product dispatch per time which is summed up at the end of the month. Dispatch is calculated as follows:
- Number of packs dispatched/Total number of packs expected (sitting) on pallet.

Inbounds:
Inbounds are charged as the aggregate of actual pallets received. Inbound is calculated as follows:
- Total number of pallets received * inbound rate.

Sample Quotation Matrix for Activity Based Costing Structure (ABC): Costing/Invoicing Proposal
As consideration for the delivery of the services and deliverables outlined in the contract, Chemonics will pay the Subcontractor for the above fixed unit prices (referred to as Activity Based Cost).

Please clearly state which Warehousing/Distribution Center type/location you are providing a proposal for. Pallet sizes should be based on the standard European pallet as specified by the European Pallet Association: 1,200 by 800 by 144 mm.

<table>
<thead>
<tr>
<th>Location</th>
<th>Activity</th>
<th>Unit</th>
<th>Ambient Rate (USD)</th>
<th>LLIN Rate (USD)</th>
<th>Cold Chain Rate (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inbound Pallet Processing</td>
<td>Pallet*/Bale</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outbound Order Processing</td>
<td>Order</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse Storage Per Pallet (monthly closing pallets)</td>
<td>Pallet/Bale</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick, Pack, Loading, Dispatch</td>
<td>Carton/Case/Bale</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick, Pack, Loading, Dispatch Partial</td>
<td>Carton/Case*/Bale</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Only for situations when a full carton case is not possible to consolidate. Please find the definition and requirements for full pallet in Section H.1 of the draft Subcontract template.

Key considerations when implementing this costing/pricing structure:

- The fee for service paid should fairly reflect the resources required and cost being incurred by the 3PL, encourage improved service performance and a cost reduction culture.
- The fee structure must be sustainable through changes in the customers operating environment.
- The 3PL should manage costs as required to improve profit margins through adding value and innovation beyond the basic services required.

Please consider the following when developing the actual costing:
<table>
<thead>
<tr>
<th>Process Steps</th>
<th># of Times</th>
<th>Minutes per time</th>
<th>Total Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Verify seal number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open the trailer doors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retrieve stacks of pallets to put the product on</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Place empty pallet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand stack cases onto pallets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sort SKUs – 1 SKU per pallet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unload pallets onto dock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Count products</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Look for damages/QC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apply labels to pallets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stretch wrap each pallet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Put away each pallet into stock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Record locations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receive into system to make inventory available</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Inbound receiving at a cost per pallet (1.2 CM per pallet) any pallets under that are not invoiced. First month storage is calculated by weeks in the month.

Example:
Pallets received in the first week of the month are invoiced for a full month of storage
Pallets received on the fourth week of the month are charged one week.

**Inbound Storage**
Pallet Storage Rate (per pallet @ 1.2 CM)  
Customer pays for 100% of the space they use as direct space, plus a portion of the indirect space costs, to arrive at their cost per square meter. The formula used:

\[
\text{Cost per square meter} = \frac{\text{Total cost per square meter}}{\text{direct space %}}
\]

**Storage per pallet based on percent of space by pallet stored (monthly)**
Outbound Selection / Loading

Selection / Loading

Outbound orders typically include the following:

- Constructing boxes for pick and pack
- Picking/selecting orders
- Checking/Auditing orders
- Labelling carton/cases
- Stretch wrapping pallets
- Staging orders for processing
- Routing orders
- Invoicing & Shipping documents

Selection Processing Rate Characteristics

- What number of orders are shipped per day?
- What number of cases are shipped per day?
- What percentage of the shipments are full cartons/cases?
- What percentage of the shipments are picked by the case?
- What percentage of the shipments are picked by the unit/each?
- Are the products controlled by lot numbers, serial numbers or expiration dates?
- Are there any special label requirements?
- What time values are you using to pick and ship an average order?
- What is the travel time to pick a typical order?
- How many cases per hour do you anticipate picking?
- Is every order physically checked?
- How much time have you allowed to load outbound orders?
- Are Radio Frequency (RF) capabilities used?
Average wage / 500 units per hour = cost per unit

Average wage / 100 cases per hour = cost per case

Rates provided should be inclusive of all associated costs, taxes and fees including salaries, maintenance on machinery and infrastructure, including generators, pallet lifts, plumbing, IT, CCTV, temperature monitoring systems, security systems with full access controls, and Warehousing Center management system tracking. Rates will be fixed for the entirety of the period of performance outlined in Section III. Offeror’s should provide a pricing table that details the fixed unit prices for each activity/technology based on the state and type of commodity stored, e.g. cold chain, pharma grade or ambient. Quoted prices must be in US dollars. Additional instructions are as follows:

A. The fixed unit price for processing product per pallet shall include but not limited to the following activities:
   a. Unloading inbound vehicle
   b. Palletizing/sorting of inbound commodities
   c. Placing goods in storage
   d. Handling inbound carrier damage

B. The fixed unit price for processing outbound product per pallet shall include but not limited to the following activities:
   a. Filling delivery orders
   b. Staging outbound goods
   c. Checking outbound goods
   d. Loading outbound goods
   e. Quality assurance checking
   f. Equipment pre-operational checking

C. The fixed unit price should be all inclusive but not limited to monthly fee for a cloud-based customer order management portal shall be all-encompassing of all necessary set-up, installation, training etc.:
   a. Real-time client access
   b. Electronic ordering and dispatch requests
   c. API link with XXXXX ERP

D. Handheld terminals with barcode scanning capability should be fixed monthly prices inclusive of initial setup and ongoing usage.

E. Fixed monthly/daily charges for storage per pallet shall include all operating costs.
Annex 4  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)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____________________

__________________________________________________________________________ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];
   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
   (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

___________________________________________ By (Signature)__________________________________

(Applicant)

TITLE _____________________
TYPED NAME ____________________ DATE ____________________
52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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

________________________ (hereinafter called the "offeror")

(Name of Offeror)

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

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

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

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

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

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

BY (Signature) ___________________ TITLE _____________________

TYPED NAME ____________________ DATE _____________________
52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

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.
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 nonresponsible.

(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                 _____________________________
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

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address
Telephone/Fax
Email address

3. Adequate Financial Resources

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

If the offeror is selected for an award valued at $30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to XXXXXX for reporting in accordance with the regulations, the names and total compensation of the organization’s five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

a) In the previous tax year, was your company’s gross income from all sources above $300,000?
   □ Yes □ No

b) In your business or organization’s preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   □ Yes □ No
c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

☐ Yes ☐ No

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

☐ Yes ☐ No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

Signature: ___________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________
Subcontractor Size Self-Certification Form

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

Project Name: [enter full name of project]

Primary NAICS Code: [enter the NAICS code that best describes the work being performed under the subcontract, i.e.: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. A list of most common NAICS Codes used by XXXXX 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 XXXXX]

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

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

HUBZone Status has been verified in the System for Award Management database or Dynamic Small Business Database Search as of ____/____/____ conducted by: ________________.
Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Acquisition) (June 2010) (a)

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

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

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

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

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by: (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries; (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) providing the types of services listed in FAR 37 .203(b) (1 ) -( 6 ) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions). (c) The following definitions apply for purposes of this provision: "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

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

Company Name: ________________________________________
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 XXXXX 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 XXXXX
Company Name___________________________
Company Address_____________________________________________________________
Signature___________________________   Printed Name _____________________________
Title_______________________________  Date_____________________________________

NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.
Annex 5  
**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. 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 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 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 6. Proof of Insurance

WAREHOUSE INFORMATION

Please complete one questionnaire for each warehouse building where Chemonics has insurable interest in Goods.

Name and Location (Address; Operator): ______

Warehouse Management: ☒ Subcontractor ☐ Chemonics staff

Stock description (brief):

Stock type (check all that apply): ☐ standard ☒ pharma grade ☐ cold chain

Construction (type of construction of the warehouse and year it was built):

Building construction: ☐ concrete ☐ metal ☐ wooden ☐ other - __________

Year of construction: __________

Detached building: ☐ YES ☐ NO

If No, describe fire protection measures: __________________________________________________

Total storage area: _____ square feet or _____ square meter

Occupancy (what proportion of the warehouse is occupied by Chemonics? List other potential occupants if known or types of products stored.):

__________________________________________________________________________________

Protection (insert details of protection in place for Fire, Flooding and Security):

Fire (fire extinguishers, sprinkler system, alarm types, fire department access, water hoses, etc):

 ☐ fire extinguishers: provide details: ________________________________________________

 ☐ sprinklers: provide details: ___________________________________________________

 ☐ local fire department access: provide details: _______________________________________

 ☐ alarms: provide details: _______________________________________________________

 ☐ water hose: provide details: ___________________________________________________

 ☐ smoke detectors: provide details: ________________________________________________

Additional information as applicable:

__________________________________________________________________________________

Security (alarms, watchman service, etc):

 ☐ fenced: provide details: _______________________________________________________

__________________________________________________________________________________
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☐ CCTV – interior ☐ CCTV – exterior
☐ alarm: provide details:

_______________________________________________________________________

☐ watchman service 24 hour

Other protection systems: ☐ YES (describe)

Flooding, is the warehouse in a flood zone: ☐ yes ☐ no ☐ information unavailable

Describe flood prevention measures as applicable:

________________________________________________________________________________________

Exposure:  
Provide average value of cargo in store: $  
Provide maximum value of cargo in store: $

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

Annex 9: Guidance for Loading a Truck

Distribution space
https://us001.blueworkslive.com/scr/processes/20000559d2966fd
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 10. VAT Exemption

Ref. No. C/RPD/63/3/14

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,

[Signature]

C.C. Kulemeka

For: SECRETARY TO THE TREASURY

Copy: The Secretary for Health,
P. O. Box 30377,
Lilongwe 3.
### Annex 11: Key Performance Indicators

#### KPI 1: Inventory Accuracy – Macro

**Objective:** To assess the accuracy of product quantity when comparing system records to physical cycle count. This indicator tracks products lost due to theft or unexplained loss at a macro level within the warehouse. Chemonics should be given prior notice of all inventories conducted and/or cycle counts (a schedule provided) and should be allowed to participate in any and all such inventories or cycle counts.

**Description**

- **Measure:** Accuracy of product quantity will be calculated by comparing system records to physical cycle count.
- **Numerator:** Total quantity in units of product (all SKUs of the products) not at variance, when the system stock level is compared to the physical count, within the specified time period for reporting.
- **Denominator:** Total quantity in units of product held in storage in the same specified time period for reporting.
- **Unit of Measure:** Quantity of units

**N.B.:** Accuracy of product quantity will be calculated by comparing the stock level in the system, with the physical cycle count.

**Data Sources:** Monthly Stock Status, Cycle Count report

**Target:** 100% accuracy

#### KPI 2: Inventory Accuracy – Micro

**Objective:** To assess the accuracy of product quantity per batch per bin location when comparing system to physical cycle count. This indicator tracks product quantity accuracy by batch per bin location.

**Description**

- **Measure:** Accuracy of product quantity will be calculated by comparing the stock level in the system, with the physical cycle count, per batch and per bin location.
- **Numerator:** Total quantity in units of product not at variance by batch
- **Denominator:** Total quantity in units of product held in storage in a specified *bin by batch*
- **Unit of Measure:** Quantity of units

**Data Sources:** Monthly Stock Status, Cycle count report

**Target:** 100%
## KPI 3: Picked, Packed and Dispatched (PPD) Accuracy

**Objective:** To measure the accuracy of product quantity per batch picked, packed, and dispatched when compared to distribution order. This indicator tracks picking accuracy from any bin location in the warehouse at any specified time.

**Description**

| Numerator: Total quantity in units of specific product per batch per bin location, picked, packed and dispatched. |
| Denominator: Total quantity in units of the specified product received in distribution order. |
| **Unit of Measure:** Quantity of unit |
| **N.B.:** Accuracy of product quantity picked, packed, and dispatched will be calculated by comparing the product quantities in the distribution order received with the quantities picked, packed and dispatched. |

**Data Sources:** Pick /Pack List

**Target:** 100%

## KPI 4: Order Fulfilment Variance – Warehousing

**Objective:** To assess warehouse performance by comparing commodities picked, packed, and dispatched (PPD) recorded on the PODs to the quantities on the final LMD order.

**Description**

| Numerator: Number of product lines (adjusted and provided for by the PR after a finalized review of LMD order) in the final LMD order that are at variance with PPD quantities at the warehouse. |
| Denominator: The total number of product lines ordered for. Please note that due to availability, LMD orders may not reflect actual need expressed by the health facilities at the time the PR provides the product lines, as they are reported through the warehousing level. |
| **Unit of Measure:** Product lines |

**Data Sources:** Delivery Order list (LMD order), PODs

**Target:** 0% variance

## KPI 5: Product lost due to theft, damage, or expiry – Warehouse

**Objective:** To measure percentage of products damaged, stolen, or expired while being warehoused in Chemonics' custody when compared to system records and physical cycle count and good inventory management/warehousing practices

**Description**

| Numerator: Total value in USD of product lost due to theft, damage, or expiry during the specific month. |
| Denominator: Total value in USD of the throughput in the specific month. |
| **Unit of Measure:** USD |

**Data Source:** WMS records, bin cards, physical count

**Target:** 0.1% loss

## KPI 6: Response to Chemonics Queries
### Objective:
To measure timeliness of substantive response to Chemonics queries on warehousing issues (including claims for damage, short delivery, temperature excursions for cold chain warehouses etc.) within 48 elapsed hours, except in cases of emergencies e.g. fire, burglary etc. This will include emergency situations but exclude weekends and public holidays.

### Description

**Measures:** Number & percentage of queries on warehousing issues answered with validating documentation (where appropriate) within the agreed response time.

**Numerator:** Queries on warehousing issues answered with substantiating documentation (where applicable within the agreed response time)

**Denominator:** Total number of warehousing issues raised by Chemonics in a calendar month

**Data sources:** Reports, timeliness & quality of content

**Target:** 95%

### KPI 7: First Expiry, First Out (FEFO)

**Objective:** To ensure FEFO compliance and prevent expiries there by maximizing use of resources and mitigating financial losses.

**Description**

**Numerator:** Number of product lines whose batch numbers & expiry dates post LMD precedes same products lines pre LMD cycle.

**Denominator:** Total number of product lines in the warehouse at the end of LMD cycle

**Unit of Measure:** Product lines

**Data sources:** Post LMD Inventory status reports, Pre LMD-Inventory status reports

**Target:** 0.01% non-compliance