



REQUEST FOR QUOTATIONS (RFQ)

RFQ Number: RFQ-GHSC-PSM-CMB-2021-04

Issuance Date: April 23, 2021
Deadline for Questions: April 28, 2021
Deadline for Quotes: April 30, 2021 at 17:00 (5:00 PM) local Phnom Penh time

Description: Provision of warehouse storage services for long-lasting insecticide-treated bed nets (LLINs) and long-lasting insecticide-treated hammock nets (LLIHNS) for up to six (6) months

For: USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) Project in Cambodia

Funded By: United States Agency for International Development (USAID), Contract No. AID-OAA-I-15-00004; AID-OAA-TO-15-00007; AID-OAA-TO-15-00009

Implemented By: Chemonics International Inc.

Point of Contact: Mealea Uk, CMBProcurement@ghsc-psm.org

***** 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 RFQ 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 Ung Bunthoeun (UBunthoeun@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 BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

Section 1: Instructions to Offerors

1. **Introduction:** The Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) Project is a USAID program implemented by Chemonics International in Cambodia. The goal of the GHSC-PSM is to 1) procure and provide health commodities, 2) provide technical assistance to improve partner country management of the health supply chain, and 3) collaborate with key international stakeholders to support global health initiatives.

As part of project activities, the GHSC-PSM project procures long-lasting insecticide-treated nets (LLINs) and long-lasting insecticide-treated hammock nets (LLIHNS) to support the National Center for Parasitology, Entomology, and Malaria Control (CNM) during bed net distribution activities. In line with this work, the GHSC-PSM project seeks to procure additional warehouse storage services for a delivery of up to 265,000 LLINs that will be arriving in Cambodia on or about May 11, 2021 and 71,000 LLIHNS that will be arriving in Cambodia on or about August 2021. These LLINs and LLIHNS will need to be stored for a period of up to six (6) months beyond the delivery date(s). The purpose of this RFQ is to solicit quotations for these services.

Offerors are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol:** Offers must be received no later than 17:00 (5:00 PM) local Phnom Penh time on April 30, 2021 by email to CMBProcurement@ghsc-psm.org.

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Chemonics.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 17:00 (5:00 PM) local Phnom Penh time on April 28, 2021 by email to CMBProcurement@ghsc-psm.org. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Chemonics will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Chemonics or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. **Scope of Work:** Please see **Section 3** which contains the Scope of Work for the required services.
5. **Deliverables:** The projected period of performance of any award resulting from the RFQ will be for a period of three to six months. Payment will be made to the awarded offeror on the basis of continued storage of ITNs, as substantiated by the required documentation included in **Section 3**. Timely provision of required documentation will be required (please see **Section 3** for complete details on required deliverables).
6. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis. Prices must be presented in USD. Prices must be inclusive of all costs (including worker's compensation insurance mandated by U.S. Defense Base Act (DBA insurance)). Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Offerors are

requested to provide quotations on their official quotation format or letterhead; in the event this is not possible, offerors may complete the pricing table in **Section 3**.

In addition to the proposed quotation, offerors responding to this RFQ are requested to submit the following documentation:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template);
- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- Official quotation, including narrative with details and proof of technical qualifications, including SOPs available upon request, (see Section 3 for scope of work and required technical qualifications);
- Brief (1-3 pages) description of past performance for similar services;
- Name(s) and contact information (email, phone) for person(s) responsible for warehouse management;
- For private sector offerors: The name and contact information of a minimum of three (3) references who can refer to the relevant services carried out in the last three (3) years that best illustrate the organization's qualifications and past performance. References from USAID or similar donor-funded projects are preferred. Independent verification of the references may be carried out. Chemonics reserves the right to obtain past performance information from sources other than those identified by the offeror.

The price quotation must be submitted separately from above documents. All other parts of this quotation must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

7. **Delivery:** As part of its response to this RFQ, each offeror is expected to provide the dates of availability of the warehouse space, noting that the warehouse space must be available no later than May 17, 2021. The warehouse availability presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
8. **Source/Nationality/Manufacture:** All services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 935** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Cambodia.

Offerors may not offer or supply services or any commodities that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities please note that they will be deemed not technically responsive and excluded from competition.

9. **Taxes and VAT:** The agreement under which this procurement is financed is not exempt from the payment of taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, offerors must include taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.

10. **DUNS Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Data Universal Numbering System (DUNS) number if selected to receive an award in response to this RFQ valued greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a DUNS number and is unable to obtain one before the submission deadline, Offeror shall include a statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform>. Further guidance on obtaining a DUNS number is available from Chemonics upon request.
11. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
12. **Evaluation and Basis for Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct any of the following:

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various Vendors, if in the best interest of the GHSC-PSM Project.
- Chemonics may cancel this RFQ at any time.
- Chemonics may reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the GHSC-PSM Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

13. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, the GHSC-PSM Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Chemonics’ standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Chemonics' standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a firm fixed price subcontract agreement.
- (c) No services or commodities may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
- (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.

Section 2: Offer Checklist

To assist offerors in preparation of the quote, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including narrative with details and proof of technical qualifications, including SOPs available upon request, (see Section 3 for scope of work, required technical qualifications, and the template to provide pricing);
- Copy of offeror's registration or business license (see Section 1.6 for more details);
- For private sector offerors, please provide the name and contact information of a minimum of three (3) references who can refer to the relevant services carried out in the last three (3) years that best illustrate the organization's qualifications and past performance. References from USAID or similar donor-funded projects are preferred;
- Brief (1-3 pages) description of past performance for similar services;
- Name(s) and contact information (email, phone) for person(s) responsible for warehouse management.
- Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire, signed by an authorized representative of the offeror (see Section 5 for questionnaire). **This form shall be completed only if the value is over \$30,000.**

Section 3: Scope of Work and Technical Qualifications

The Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project is a USAID-funded program implemented by Chemonics International Inc. in Cambodia. The goal of the GHSC- PSM project is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded public health initiatives around the world.

In Cambodia, GHSC-PSM procures long-lasting insecticide-treated nets (LLINs) and long-lasting insecticide-treated hammock nets (LLIHNs) to support the National Center for Parasitology, Entomology, and Malaria Control (CNM) during bed net distribution activities. In line with this work, the GHSC-PSM project seeks to procure warehouse storage services for a delivery of up to 265,000 LLINs that will be arriving in Cambodia on or about May 11, 2021 and 71,000 LLIHNs that will be arriving in Cambodia on or about August 2021. These services are required for a period of up to six (6) months beginning in May 2021 for up to 265,000 LLINs, and beginning in August 2021 for up to 71,000 procured by GHSC-PSM in Cambodia.

Specific information on the weight and size of bales are included in the table below:

	Type of ITNs	Weight/bale	# of ITNs/bale	Size of bale
1	LLINs	34.5kg	50pcs	0.1053m3
2	LLIHNs	20.5kg	50pcs	0.0820m3

Subcontractor(s) shall be responsible for Warehousing/Distribution Center services for ambient health commodities. Subcontractor(s) shall be capable of providing adequate equipment and infrastructure suitable for rapid staging and pick and pack dispatch services for pharma grade commodities. Ambient commodities in Warehousing/Distribution Center shall be managed in Phnom Penh.

The subcontractor shall, and when requested, provide the following services under this scope of work:

1. Reception and dispatching

- i) The subcontractor will provide confirmation of in-stock entry and physical confirmation of the reception of commodities with 24 hours of receipt in facility
- ii) The subcontractor will adhere to the product picking process as defined in written orders by GHSC-PSM. To receive products, GHSC-PSM will issue orders with a minimum of one working day advance notice. To dispatch products, GHSC-PSM will issue orders with a minimum of two working days advance notice.
 - (1) GHSC-PSM orders will specify pertinent information related to the FEFO, FIFO, batch number, color, requirements from the Ministry of Health, etc.
- iii) The subcontractor will be responsible for the printing of dispatching documentation picking in the warehouse locations, packaging, and providing adequate conditions to load product into the transportation vehicles
- iv) The subcontractor will be responsible for operational follow up of the dispatching work and feedback to the GHSC-PSM of the final situation or challenges to be overcome

2. Storage structure, facilities, and equipment

- i) The subcontractor shall provide adequate warehouse infrastructure for the storage of products at their warehouse.

- ii) Subcontractor shall be responsible for providing the services and maintain the facilities in accordance with World Health Organization (WHO) Good Storage and Distribution Practices (May 2019) Draft for Comments, working document QAS19.793 (see attached **Annex 3**), GHSC-PSM Guidance for Loading a Truck (see attached **Annex 4**), WHO Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Technical Report Series No. 961, 2011 Annex 9) (see attached **Annex 5**), WHO Technical Supplements to Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products (see attached **Annex 6**) and consultation provided by Chemonics on relevant quality standards. Subcontractor shall be responsible for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor's custody at the facilities. The commodities and property shall be stored as requested by Chemonics Field Office (or its designee) until released to the distribution agent, consignee, or another party so designated by the project office.

See following link:

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

- iii) The subcontractor shall (i) maintain a complete security plan which will include sufficient precautions to ensure that no unauthorized personnel have access to the facilities, taking into account the security situation in the part of the country where the services are being provided; (ii) assume all risks and liabilities related to the subcontractor security and full implementation of the security plan. GHSC-PSM reserves the right to verify whether such a plan is in place and suggest modifications to the plan when necessary; and (iii) ensure that necessary security regulations are included in the plan and adhered to by all staff. Failure to maintain and implement as appropriate security plan as required may be deemed a breach of contract. The subcontractor shall provide its security plan, per Chemonics request. The subcontractor shall ensure the safety and security of the warehouse storage space through the provision of:
- (1) The facility or facilities shall be fully enclosed and built with permanent material and with a concrete floor.
 - (2) The facility or facilities shall have a secure perimeter
 - (3) The premises shall be locked when not in use and secured at all times
 - (4) Proper signalization, and fire safety equipment and fire extinguishers required by law with correspondent due dates of the extinguishers revised and replaced by a specialized company.
 - (5) Facility and premises shall be secured by physical and human resource precautions to prevent access to the facility by unauthorized personnel, e.g., CCTV, guards, alarm, rapid response, use of company-issued identification for all employees. Only authorized visitors can enter the premises. Authorized visitors need to show identification and there needs to be a log kept
- iv) The subcontractor shall ensure that the warehouse and the compound are treated twice a year (every 6 months) for pest control by Fumigation, Atomization and Vermin control. This plan shall be made available to Chemonics if requested.
- v) The subcontractor shall ensure that their warehouse personnel shall be correctly uniformed in order to maintain an adequate image for protecting the goodwill of the products delivered and their corresponding brands
- vi) The subcontractor shall purchase or make available insurance for all risks relating to its

infrastructure in addition to limited liability insurance for the stored products in accordance with Annex 1.

- vii) The subcontractor shall allow any pre-appointed GHSC-PSM representatives to access its premises where services are rendered.
- viii) All health commodities must be stored on pallets off the floor, stacked to no higher than 2.5 metres or on racks unless Chemonics provides written instructions otherwise. All pallets shall be firm and unbroken, clean free of dirt and inserts and stored or cross docked in a dry area
- ix) Warehouse must be covered and have adequate fire protection systems, adequate security and standard operating procedures that provide for receipt, documentation, storage and discharge of Chemonics commodities.
- x) The subcontractor shall demonstrate ability to segregate insecticide-treated nets (LLINs) and long-lasting insecticide-treated hammock nets (LLIHNS) from other health commodities and/or must store them in a separate warehouse
 - (1) Storage shall be clean, dry, and free of vermin and maintained within acceptable temperature limits depending on product manufacturer's guidance
- xi) Subcontractor, where not additionally responsible for distribution, will prepare all commodities for pick up within a fixed duration determined by the sub-task order and will be responsible for loading all vehicles.
- xii) GHSC-PSM products shall not be warehoused or stored with the products of other clients who are not a party to a subcontractor or alternative arrangement with Chemonics, unless otherwise agreed.
- xiii) GHSC-PSM reserves the right to conduct a joint manual stock inventory as needed.
- xiv) The premises shall be available to personnel of the GHSC-PSM project, within a time period that is mutually agreed upon by the Subcontractor and GHSC-PSM project staff, during business hours, for inspection of goods and facilities.

3. WMS/e-WMS Reporting

- i) The subcontractor will be responsible for utilizing its Warehouse Management System or equivalent to issue monthly electronic or manual reports of stock on hand (SoH) and movements (reception and dispatch) of LLINs and LLIHNS within its warehouse. The SoH reports will be issued on the last day of each month, while the reception and dispatch reports will be issued after each movement. Please review the Deliverables listed in below for further details.
- ii) The subcontractor shall provide within 24-48 hours of any GHSC-PSM request, any and all information and documentation regarding the execution or performance of this Contract. GHSC-PSM will clarify any question that might be raised regarding the products stored, their specifications and constrains namely proximity to other products with the subcontractor.

The Subcontractor will be required to provide the following deliverables during performance of this scope of work:

a. Document 1: Monthly Storage Report

- i. By the 10th day of the month following receipt of the ITNs, and on the 10th day of every following month that ITNs are stored, the Subcontractor will provide a signed Monthly Storage Report to GHSC-PSM.
- ii. Monthly Storage Reports shall be individually and uniquely numbered.
- iii. There shall be separate, completed, and signed Monthly Storage Reports for each month that warehousing services are used.
- iv. Monthly Storage Report should include:
 1. Date
 2. Quantities of bales (50 ITNs per bale) including:
 - a. Brand
 - b. Color
- v. The Monthly Storage Report should list stock held on site, and must note any variances from the previous report.
- vi. The Monthly Storage Report should include a copy of any Inbound or Distribution/Outbound Reports generated during the previous month.

b. Document 2: Inbound Report

- i. An Inbound Report will be required when goods are inbound to the warehouse from an international delivery.
- ii. Inbound Reports should include signed and stamped Proof of Delivery (POD).
- iii. Inbound Reports shall be individually and uniquely numbered.
- iv. Inbound Reports must come in quadruplicate. The original copy shall be retained by the Offeror(s) and returned to GHSC-PSM for invoicing and payments. After that, it becomes the property of GHSC-PSM. The remaining 3 copies shall be distributed thus: one copy for the distributing warehouse, one copy for the receiving entity, and the third one for the GHSC-PSM representative supervising and managing the warehousing.
- v. There shall be separate, completed, and signed documentation (Inbound Report) for every delivery of LLINs/LLHINs.
- vi. The Inbound Report shall be retrieved and submitted to Chemonics International Inc. within 24-48 hours of commodity arrival.
- vii. Inbound Reports must be completed using LLINs/LLIHNs as the standard unit of measure.

c. Document 3: Distribution/Outbound Report

- i. A Distribution/Outbound Report will be required when goods are retrieved from the warehouse.
- ii. Distribution/Outbound Reports shall be individually and uniquely numbered.
- iii. Distribution/Outbound Reports must come in quadruplicate. The original copy shall be retained by the Offeror(s) and returned to GHSC-PSM for invoicing and payments. After that, it becomes the property of GHSC-PSM. The remaining 3 copies shall be distributed thus: one copy for the distributing warehouse, one copy for the receiving entity, and the third one for the GHSC-PSM representative supervising and managing the warehousing.
- iv. There shall be separate, completed, and signed documentation (Distribution/Outbound Report) for every delivery of LLINs/LLHINs.
- v. The Distribution/Outbound Report shall be retrieved and submitted to Chemonics International Inc. within 24-48 hours of commodity retrieval.
- vi. Distribution/Outbound Reports must be completed using LLINs/LLIHNs as the standard unit of measure.

Technical Approach and Pricing

Offerors are requested to provide quotations containing the information below on official letterhead or official quotation format. The offeror shall provide the following details regarding their technical approach and methodology:

- **Storage structure, facilities, and equipment:** location(s), size of warehouse-dimensions, presence and specifications of racks, pallet handling equipment, backup generator(s), security system. Offerors shall provide the warehouse schedule and main points of contact for this storage.
- **Warehouse Management System (WMS):** manual or electronic/automated receiving, putaway, picking, stock counting, location, batch/Lot tracking, order allocation.
- **Infrastructure:** Environmental, health and safety infrastructure including fire detection suppression equipment, water control and flood drainage systems.
- **Standard Operating Procedures (SOPs)** may be attached as an annex. The offeror shall note whether SOPs are in place and confirm that these SOPs have been deployed to implement a similar warehousing services program for international donor-funded health programs. Offerors shall confirm that staff have been trained on the SOPs. SOPs may be requested by Chemonics to 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.
- **Insurance coverage:** offerors must indicate the level of insurance coverage for warehouse facility and goods stored therein. If there are additional costs for insurance coverage, offerors should include these in their quotation. Please review Annex 1 for further guidance.

Pricing Table Template for Offerors:

Offerors should complete the table below with pricing information. Please clearly state which Warehousing/Distribution Center type/location you are providing a proposal for, and indicate whether all labor and manpower, and insurance, are included in the fee or whether they represent an additional fee.

Pricing Activity	Unit	Description	Quantity	Cost per Unit (USD)	Total (USD)
Receiving (Container unstuffing/unloading)	Pallet/Bale/CBM				
Warehousing Storage	Pallet/Bale				
Loading	Pallet/Bale				

Electronic deliveries shall be made by the Vendor to CMBProcurement@ghsc-psm.org

Period of Performance: The warehouse storage services presented in this offer will be available beginning from on/about May 17, 2021 for a period of up to 6 months.

___ Yes ___ No

The prices quoted above remain fixed for the next 30 days:

___ Yes ___ No

The services presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

Evaluation of Technically Acceptable Offers

This RFQ will use the lowest price technically acceptable process to determine best value. That means that each proposal will be evaluated to determine whether it meets the required evaluation criteria and evaluation sub-criteria, which are stated in the table below. Among the proposals determined to meet or exceed every criteria and sub-criteria, award will be made to the offeror who offers the lowest cost.

Technical Requirement	Description of technical requirement	Pass/Fail
<i>Technical know-how – Does the proposal clearly explain, understand, and respond to the objectives of the project as stated in the Scope of Work?</i>		
Security	Are proposed security measures in place to meet expectations set in SOW Section 2.ii?	
Warehouse structure, facilities, and equipment	Does proposed warehouse space meet expectations set in SOW Section 2?	
Labor	Is the cost of manual labor for onloading/offloading included?	
Good business process	Are facilities maintained in accordance with WHO Good Storage Practices (GSP), WHO Good Trade and Distribution Practices (GTDP), and in accordance with the World Health Organization-Technical Report Series No. TRS 957 Annex 5 of 2010?	
Capability	Has the offeror demonstrated that they can receive, store, pick and pack, and dispatch commodities? This should be demonstrated in the proposal and spoken to by references (references required for private sector only).	
Insurance coverage	Is insurance coverage included in price or available to purchase through offeror ? Does insurance coverage fill expectations set in RFQ Annex 1?	

WMS or equivalent	Has the offeror demonstrated a sufficient WMS or equivalent system?	
SOPs	Are required SOPs available and in place?	
Documentation	Are all documents requested in Section 2 (Offer Checklist) complete and included?	

Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: Global Health Supply Chain Program – Procurement and Supply Management
(GHSC-PSM) Project
Phnom Penh Center Block "F" Building
4th Floor Room 466 Street Sothearos Village 1
Sangkat Tonle Basac Khan Chamkamom
120101 Tonle Basak - Phnom Penh, Cambodia

Reference: RFQ No. RFQ-GHSC-PSM-CMB-2021-04

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Chemonics or GHSC-PSM project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting quotes in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our quote and all supporting documentation is authentic and accurate.
- We understand and agree to Chemonics’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company DUNS Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Section 5: Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire

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

I hereby certify that the above statements are true and accurate, to the best of my knowledge.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Annex 1: Insurance and Liability Requirements:

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 or 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.

Annex 2: Force Majeure and Disaster Recovery Planning

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

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

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

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

Should Subcontractor suffer a Force Majeure Event, Subcontractor(s) shall use all reasonable efforts to ensure the continuity of Services by activating the Contingency Plan. If after implementation of the Contingency Plan, the Force Majeure Event prevents Subcontractor(s) from carrying out its obligations under this Agreement for a continuous period of more than ninety (90) Business Days, Chemonics may terminate this Subcontract in accordance with Section G. Term and Termination.