

Request for Proposals

RFP # PSM – HTI – HO – 2024 - 01

For the provision of  
Chartered Air Transportation

Contracting Entity:  
Chemonics International Inc.  
1275 New Jersey Ave SE, Suite 200  
Washington, DC 20003-5115

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

Funded under:  
Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project  
Prime Contract Number AID-OAA-I-15-00004 and Task Order Nos. AID-OAA-TO-15-00007, AID-OAA-TO-15-00010, and AID-OAA-TO-16-00018

**\*\*\*\*\* 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 John Stanton [jstanton@chemonics.com](mailto:jstanton@chemonics.com) 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](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

## **RFP Table of Contents**

### List of Acronyms

#### **Section I Instructions to Offerors**

- I.1 Introduction
- I.2 Chronological List of Proposal Events
- I.3 Offer Submission Requirements
- I.4 Eligibility Requirements
- I.5 Source of Funding, Authorized Geographic Code, and Source and Origin
- I.6 Validity Period
- I.7 Instructions for the Preparation of the Proposal
- I.8 Evaluation and Basis for Award
- I.9 Negotiations
- I.10 Terms of Subcontract
- I.11 Insurance and Services
- I.12 Privity

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

- II.1. Background
- II.2. Scope of Work
- II.3. Deliverables
- II.4. Deliverables Schedule

#### **Section III Firm Fixed Price Subcontract Template (Terms and Clauses)**

- Annex 1 Proposal Cover Letter
- Annex 2 Guide to Creating Financial Proposal and Sample Budget
- Annex 3 Required Certifications
- Annex 4 UEI and SAM Registration Guidance
- Annex 5 World Health Organization Good Storage and Distribution Practices for Medical Products
- Annex 6 World Health Organization Model Guidance on the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products
- Annex 7 World Health Organization Technical Supplements to Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products
- Annex 8 List of Expected Commodities to be Transported
- Annex 9 Past Performance Template

## List of Acronyms

AIDAR	Agency for International Development (USAID) Acquisition Regulation
ARG/US	Air Aviation Research Group United States
ARV	Antiretroviral
CAA	Civil Aviation Authority
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
CD	Country Director
COR	USAID Contracting Officer’s Representative
CV	Curriculum Vitae
DBA	Defense Base Act
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
GHSC-PSM	Global Health Supply Chain Program – Procurement and Supply Management project
IATA	International Air Transport Association
KG	Kilograms
MCH	Newborn, Child and Maternal Health
MEDEVAC	Medical Evacuation
OI	Opportunistic Infection
PEPFAR	President’s Emergency Plan for AIDS Relief
PMI	U.S. President’s Malaria Initiative
POC	Point of Contact
PRH	Population and Reproductive Health
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Haiti	USAID Mission in Haiti
USG	U.S. Government
VAT	Value Added Tax
WHO	World Health Organization

## **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 Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project, under contract number AID-OAA-I-15-00004 and Task Order No. AID-OAA-15-00007, AID-OAA-15-00010, and AID-OAA-16-00018 is soliciting offers from companies and organizations to submit proposals to participate with GHSC-PSM to provide chartered air transportation services for project health commodities in Haiti.

The purpose of the GHSC-PSM project is to ensure an uninterrupted supply of health commodities in support of U.S. government-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), President’s Malaria Initiative (PMI), USAID’s Population and Reproductive Health program (PRH), and USAID’s Newborn, Child and Maternal Health (MCH) program. To support U.S. government-funded global health activities, GHSC-PSM manages an array of health commodity procurement services and provides related systems strengthening technical assistance encompassing all elements of a comprehensive supply chain.

The purpose of this acquisition is to seek a company to provide chartered air transportation for the GHSC-PSM project in Haiti for the purpose of transporting project health commodities across the country, as well as transporting up to two project staff as requested on these flights. These include antiretroviral (ARV), opportunistic infection (OI), laboratory, cholera, and family planning commodities – in support of the PEPFAR, PRH, and MCH programs, which the project routinely distributes across Haiti. Due to the continued deterioration of the security situation in country, including gang activities which cause blockages across roads and passageways, the need for an air transportation option for project distributions is becoming increasingly critical. As such, the GHSC-PSM project is seeking chartered air services (whether by airplane or helicopter) to provide a safe and efficient options for commodity transportation on an as-needed basis when the circumstances in country necessitate air transport due to the inability to move product by road.

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. Chronological List of Proposal Events

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

RFP published	04/12/2024
Deadline for written questions	04/25/2024
Answers provided to questions/clarifications	04/30/2024
Proposal conference	05/03/2024
Proposal due date	05/09/2024
Subcontract award (estimated)	07/08/2024

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

**Proposal Conference.** A proposal conference will be held remotely on **May 03, 2024 @ 9:00 a.m. EST** to provide interested offerors an opportunity to learn more about GHSC-PSM and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by **May 1, 2024** to Sonnya Valencia ([HaitiWarehouse@ghsc-psm.org](mailto:HaitiWarehouse@ghsc-psm.org))

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

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing and submitted to Sonnya Valencia ([HaitiWarehouse@ghsc-psm.org](mailto:HaitiWarehouse@ghsc-psm.org)) no later than 5:00 p.m. EST on **April 25, 2024**. 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 the date and time and complying with the instructions as provided in Section I.3.

**Subcontract Award (estimated).** Chemonics will select the proposal(s) that offer(s) the best value based upon the evaluation criteria stated in this RFP. Chemonics reserves the right to multiple awards should multiple offerors meet the eligibility criteria and provide best value offers.

## I.3. Offer Submission Requirements

Offerors shall submit their offers electronically only.

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

John Stanton  
Managing Director

HaitiWarehouse@ghsc-psm.org

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.

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 MX 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 or signed by using e-signatures.

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. Eligibility Requirements**

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

Chemonics anticipates issuing one or more subcontract(s) to a U.S.-based, Haitian, or international company or organization, provided it is legally registered and recognized under the laws of the country where it 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.

The award(s) will be in the form of a firm fixed price subcontract (hereinafter referred to as “the subcontract”). The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

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 where the company or organization is headquartered 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 Haiti, and must be registered in Haiti if/as required by local laws in Haiti, at the time the subcontract is signed. In addition, companies or organizations must possess landing rights in Haiti and the specified destinations, and provide such proof of landing rights, prior to signature of the subcontract.
- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the subcontract(s) 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.

#### **I.5. Source of Funding, Authorized Geographic Code,**

- a) Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code **935** in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Haiti.

- b) Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).
- c) Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision 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.

#### **I.6. Validity Period**

Offerors' proposals must remain valid for **90** calendar days after the proposal deadline.

#### **I.7. Instructions for the Preparation of the Proposal**

##### **1. Cover Letter**

The offeror shall use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

##### **2. Technical Proposal**

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive 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.

- **Part 1: Technical Approach, Methodology and Detailed Work Plan.** This part shall be between 5 to 10 pages long but may not exceed 10 pages.

Part 1 includes the following sub-sections:

- a. **Approach and Methodology:** The Offeror should provide a presentation of their strategy and approach to the scope of work described in II.2. Technical proposals should highlight components of the approach including details of the offeror's response to the specific transportation services responsibilities under the scope of work and the resources, technical expertise and equipment which will be utilized to meet the required transportation deliverables detailed under the scope of work of this RFP solicitation during implementation of the proposed subcontract.
- b. **Fleet Size, Quality, Variety, and Ownership:** This part must include details on the total number, variety, and adequacy of planes and/or helicopters in offeror's fleet. The total number should note which planes and helicopters are owned and which are leased/rented. Whether the fleet is owned or leased/rented, the offeror is responsible for the entirety of the scope of work, including but not limited to, management, quality assurance, deliverables, and reporting.
  - i. *Requirements when aircrafts are owned.* Chemonics' preference is that offerors shall use their own fleet to transport commodities for GHSC-PSM Project, and in that case, must provide proof of fleet ownership (e.g. title and registration). Offeror must be currently operating in Haiti and possess the ability to demonstrate flights in the last year, as well as provide proof of landing rights. Offerors must additionally confirm in writing and provide proof of authorization for all takeoff and landing sites associated with the required routes, including which takeoff/landing locations are authorized, what type of authorization the offeror possesses, and which entity issued the authorization.
  - ii. *Requirements when aircrafts are leased/rented.* Offerors may use leased or rented aircrafts to transport commodities if proper justification is provided within offeror's proposal. Offerors must include justification and specify the company or mechanism they plan to use to carry out the leasing/renting arrangements, the number of aircrafts, variety of aircrafts, and adequacy of aircrafts in that company's fleet. The offeror must provide proof of leasing/renting arrangement (e.g. contract), as well as provide proof of landing rights. Offerors must additionally confirm in writing and provide proof of authorization for all takeoff and landing sites associated with the required routes, including which takeoff/landing locations are authorized, what type of authorization the offeror possesses, and which entity issued the authorization.
- c. **Cold-chain Distribution Capacity and Protocols:** The offeror should discuss its capacity to distribute cold chain products, types of products requiring distribution. The offeror should discuss any cold-chain equipment it owns and operates, if any, and its experience in handling temperature controlled boxes and/or commodities, and temperature monitoring devices and protocols for monitoring the temperature of commodities while in-transit.
- d. **Capability for In-Transit Tracking:** The offeror must describe the offeror's capability for real-time in-transit tracking. Chemonics' preference is that offerors should use Global Positioning (GPS) tracking devices for in-transit tracking, and the capacity to provide route-tracking documentation to the GHSC-PSM project to verify and validate the specific route taken by any given aircraft that is tasked with delivering GHSC-PSM project commodities. If GPS tracking data is not available, offeror shall provide an adequate solution for aircraft tracking, for example detailed aircraft number and phone/SMS/GPS location logs using smart phone maps, which shall be provided to GHSC-PSM project upon request. The offeror should include the number of planes/helicopters in its possession or that shall be used in this scope of work which carry GPS tracking equipment. Offeror shall provide time-stamped route-tracking and route-validation documentation to the GHSC-PSM



project, upon request. Chemonics may confirm the offeror's proposal with the fleet-evaluation event. Chemonics reserves the right to require Air service provider to carry portable GPS trackers connected to Chemonics global platform.

- e. Standard Operating Procedures for Security of Commodities: The offeror shall provide standard operating procedures (SOP) that address the full range of security issues related to distribution and the operating environment to assure the quality, security and integrity of the health commodities being transported. Such issues include preventing unauthorized access to and theft or misappropriation of health commodities, operating procedures while commodities are in-transit, selecting delivery routes and re-routing as conditions change or concerns arise, and incident management and reporting. The SOPs should comply with World Health Organization (WHO) Good Distribution Practices, provided under Annexes 5 through 7. Alternatively, if the offeror is compliant with country standards and best practices, offeror should submit those for consideration.
- f. The offeror must disclose any services that may result in additional fees such as fuel, maintenance, expedited services and hours of travel.
- g. Standard Operating Procedures for Cold, Non-Cold Chain Capacity: The offeror is required to submit with their proposal one (1) copy of the offeror's established SOP for transportation of all commodities, including temperature controlled goods and pharmaceuticals. The offeror's SOP should comply with the standards provided under Annexes 5 through 7 and with the link in the above bullet e. Standard Operating Procedures for Security of Commodities. Alternatively, if the offeror is compliant with country standards and best practices, offeror should submit those for consideration.

The offeror shall provide in its/their technical proposal the following:

- For the list of proposed/available aircrafts (whether airplanes or helicopters), present details such as type of aircraft and model, country flag and tail number of nominated aircraft, weight capacity, available dimensional volume, age, and aircraft landing requirements
- Description of the frequency and scope for aircraft maintenance, as well as qualifications of maintenance provider
- Description of experience in air travel within Haiti and description of purpose of flights previously carried out (commercial, charter, transportation of goods, transportation of passengers, etc.)
- Environmental compliance certificate/plan: the offeror is responsible for environmental compliance applicable to this commercial activity.
- Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein.
- Assign a designated flight coordinator and account representative to the Project.
- A certification that Offeror and Offeror's agents and subcontractors will maintain, for the duration of this contract, required and necessary levels of liability, worker compensation and war risk insurance to meet responsibilities under FAR clause 52.247-21.
- A statement that, "The offeror completed the annual representations and certifications electronically via the SAM website at [www.sam.gov](http://www.sam.gov).
- A copy of the offeror's loading SOPs, Security SOPs, and Route Planning SOPs.
- Confirmation that the offeror will be able to begin these chartered air transportation services within/across Haiti by mid-July 2024

Requirements:

- Subcontractor must have aircraft(s) (whether airplanes or helicopters) capable of completing short trips as well as longer non-stop trips throughout Haiti
  - Subcontractor must have aircraft(s) (whether airplanes or helicopters) capable of transporting both commodities and up to two passengers
  - Subcontractor must be able to begin transportation services by mid-July 2024
  - Subcontractor must be able to transport and handle time and temperature sensitive cargo (as defined by the International Air Transport Association (“IATA”)), including pharmaceuticals
  - Subcontractor may be requested to provide transportation services with as little as 72 hours in advance notice for bookings trips. The project shall designate only certain individuals with the authority to request charter air travel.
  - Subcontractor must be licensed and certified, per the requirements of 14 CFR Part 135 Air Carrier and Operator Certification, to provide charter air services to the general public.
  - All Pilots and Co-Pilots must have the minimum Federal Aviation Administration (FAA) requirements for piloting the proposed aircraft(s).
  - Subcontractor must have a good safety record for the past five (5) years, with documentation of the following:
    - Detailed information on equipment, maintenance records, copies of any FAA violations, and inspection reports, including any discussion of the relevant issues their responses to FAA finding or violations.
    - Copies of safety records including information on any in-flight or ground accidents or injuries for the last five years.
    - Supplier Air Aviation Research Group United States (ARG/US) or WYVERN Safety Rating and/or Supplier’s agreement to be audited by a third party for safety, maintenance, and service at no additional cost to the Project.
    - Supplier’s aircraft must have the required Airworthiness Certificate and meet the FAA maintenance requirements under 14 CFR Part 135 Air Carrier and Operator Certification.
    - Supplier must provide Civil Aviation Authority (CAA) certifications and pilots for aircrafts proposed under this RFP.
    - Documentation that the offeror has the necessary international registrations for their aircraft as well as the necessary accreditations for maintenance.
  - Subcontractor must notify the Project within five (5) days of any FAA reportable incidents with any of its aircrafts. The project reserves the right to terminate any agreement with the Supplier if it is in the project’s interest to do so as a result of any incident.
  - Subcontractor shall respond to all requests from Chemonics/GHSC-PSM promptly and shall provide a list of all contacts for emergency management and escalation. This list shall be kept up to date at all times.
  - Unless otherwise agreed, Subcontractor will provide, maintain and bear all costs associated with any technology, equipment, labor, materials and any facilities necessary to support the Services.
- 
- **Part 2: Management, Key Personnel, and Staffing Plan.** This part shall be between 3 to 5 pages long but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall provide a detailed organogram of staff, with names (can use “to-be-determined” (TBD), if appropriate), titles, and physical location of personnel to be assigned to the implementation of the subcontract. Offerors shall also provide a list of focal points, with phone numbers and other contact

information, who will be the direct contacts under the subcontract and provide each focal point's direct supervisor's name, title, and contact information. Qualification of all personnel must be in line with national regulations, including pilots who possess valid and appropriate pilot's licenses and certifications, including CCA certification.

The offeror shall provide one paragraph job description, relevant to the scope of work, for each of the positions within your distribution organization. The offeror shall provide the CVs of staff who will be assigned to key positions, in the subcontract, and CVs of the management personnel which shall be included in an annex to the technical proposal and will not count against the page limit. Key positions are as follows, but offeror may modify per their organigram.

*Key positions:*

- Pilot (Minimum 10 years of professional experience and licensed by the appropriate governmental authority)

The offeror must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the offeror in all matters. See the Contractor's Verification of Pilot Requirements and Experience Exhibit for initial approval/carding.

Pilots and aircrew members shall be trained, qualified, and maintain proficiency in accordance with FAR 14 CFR Parts 61 through 67 and 32 CFR 861 standards, or equivalent ICAO standards. Original and current certificates of proficiency shall be made available to USAID. Pilots shall be commercial certified in Visual Flight Rules (VFR) and Instrument Flight Rules (IFR).

At least one pilot aboard an aircraft is required to speak English in a fluent and coherent manner, and pilots must be able to communicate with each other to ensure adequate crew coordination and safety of flight.

The offeror shall provide information to the appropriate Chemonics/GHSC-PSM personnel regarding the key personnel, including telephone, pager, cellular phone, fax numbers, e-mail addresses and all other information reasonably necessary to afford Chemonics/GHSC-PSM access to such personnel at all reasonable times.

The offeror will be responsible for ensuring that all of its employees performing any Services under the scope of this RFP do so competently and with integrity and that they observe all applicable health, safety and workplace regulations and policies. The offeror will, subject to applicable national employment, data protection and privacy laws, screen all employees and contractors at its own expense, using background checks appropriate given the nature of the activities of such employees and contractors before such employees and contractors begin providing Services for GHSC-PSM.

Chemonics/GHSC-PSM may, in its sole discretion, request the offeror to replace any employee supporting this scope with Chemonics. The offeror acknowledges that none of its personnel who perform the Services shall become an employee of Chemonics/GHSC-PSM and Chemonics/GHSC-PSM shall not have any obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such personnel by his or her employer. The offeror shall defend, indemnify and hold harmless Chemonics/GHSC-PSM against any and all claims brought by any of its employees against Chemonics/GHSC-PSM in connection with this scope.

- **Part 3: Corporate Capabilities, Experience, and Past Performance.** This part shall be between 3 to 5 pages long but may not exceed 7 pages. This part should utilize Annex 9: Past Performance Template.

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.

### 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(s) to be awarded will be an all-inclusive fixed price. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items as well as a budget narrative. Please refer to Annex 2 for detailed instructions and a sample cost structure.

No profit, fees, taxes, or additional costs may be added after award.

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

#### **Part 1: Price of Services**

Offerors must prepare and present to Chemonics table(s), in MS Excel, showing their best proposed prices per route for evaluation. Offeror should provide prices per route within their fleet (i.e. per proposed aircraft), both assuming full weight capacity by kg as well as price per kilogram for each proposed aircraft. The anticipated routes are as follows:

1. Port-au-Prince to Cap Haïtien
2. Port-au-Prince to Les Cayes
3. Port-au-Prince to Miragoane
4. Port-au-Prince to Gonaïve

Separate tables should be provided per proposed aircraft type. In addition, separate tables should be provided should pricing differ based on commodity transportation type (for instance cold-chain and non-cold chain) and/or seasonality. The offeror's prices should include all of the offeror's organizational costs. For each pricing table, offerors are to include information on their fleet inventory and specify total cost of transportation from start to end point (one way) per proposed aircraft type, including the volume and/or weight of commodities that can be transported for each itinerary and aircraft. The offeror should also include the number of passengers that can be transported along with the commodities, and any additional cost per passenger on these flights. In addition, the offeror must also include the amount of "free time" for loading and unloading they are offering for each equipment type and destination, as well as any costs for wait time to be incurred after the "free time" is expired (to be provided in 30 minute increments).

While the total price per flight will be used as a ceiling price for the route, based on the information provided by the Offeror, a price per kilogram (weight) will be established in the IQS. Chemonics expects to see a decrease in costs per kilogram (KG) as the quantities increase. Offerors are strongly encouraged at this time to propose and submit their best, most realistic and reasonable prices in response to this RFP.

The price per KG for each destination shall be established in the IQS with the winning offeror(s) and applied when issuing any Sub Task Orders under the IQS.

Offerors should refer to Annex 2 Guide to Creating Cost Proposal and Establishing Prices for further budget preparation guidance. Chemonics will not provide technical assistance to offerors on budget preparation. Offerors are only required to submit table(s) containing prices, along with cost notes and sample routing plan as requested under Part 2 and 3 below. Offerors are not required to submit separate detailed budgets. Chemonics may at any time during the evaluation period, and at its sole discretion, require offerors to submit additional information to further assess and validate offerors' proposed prices for allowability, allocability, and reasonability.

All cost information must be expressed in US Dollars.

No profit, fees, taxes, or additional costs may be added after award. The agreement under which the potential awarded subcontract(s) is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. The Offeror must not include such Cooperating Country taxes, VAT, charges, tariffs, duties or levies in their cost proposal.

## **Part 2: Cost Notes**

Offerors must prepare and submit cost notes that explain the basis for all proposed prices. For example, if the offeror proposed a \$5/KG route price for an air ambient commodity transportation type, from a certain location to another, the offeror should explain all of the various costs that are included (to transport commodities from point A to point B). Where pricing differs by commodity transportation type or seasonality, offeror should provide specific explanations in the cost notes, as well as note any discounts or sliding scale for large volumes of distribution or mass campaigns of the same. If Chemonics at any time requests additional information from offerors to understand the offerors' proposed prices, the offerors must submit the additional information requested. The offeror's cost notes must provide sufficient detail to allow Chemonics to clearly see and understand the type of costs included in the offeror's proposed tier prices (such as insurance, fuel, labor, maintenance).

### **I.8 Evaluation and Basis for Award**

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. 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. Chemonics will award one or more subcontracts to the offeror whose proposal represents the best value to Chemonics and the GHSC-PSM project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Evaluation points will not be awarded for cost, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

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

<b>Evaluation Criteria</b>	<b>Evaluation Sub-criteria</b>	<b>Maximum Points</b>
Technical Approach, Methodology, and Detailed Work Plan		

	<p>Approach and Methodology: Does the technical approach and detailed service implementation methodology proposed fulfill the requirements of the Scope of Work and expected deliverables effectively and efficiently? Has the offeror provided confirmation/commitment to begin services by the requested earliest start date of mid-July 2024?</p> <p>Fleet Size, Quality, and Variety: Total number, variety and adequacy of planes ad/or helicopters in offeror’s fleet that meet the specifications included in the RFP. Chemonics will use offeror’s title and registration or leasing contract to confirm fleet arrangement.</p> <p>Cold-Chain Equipment and Distribution Protocols: The offeror’s possession of adequate and working temperature-controlled equipment such as electrical cold boxes, data loggers, to convey commodities and availability of temperature monitoring devices or verifiable and acceptable protocols for the temperature monitoring.</p> <p>Capability for In-Transit Tracking: Does the offeror adequately describe the offeror’s capability for real-time in-transit tracking, or provide an adequate solution for aircraft tracking? Does the offeror provide the number of planes/helicopters in its possession which carry GPS tracking equipmen? Does the offeror have the ability to provide time-stamped route-tracking and route-validation documentation to the GHSC-PSM project, upon request?</p> <p>Standard Operating Procedures for Security of Commodities: provide standard operating procedures (SOP) that address the full range of security issues related to distribution and the operating environment to assure the quality, security and integrity of the health commodities being transported. Do the SOPs comply with WHO Good Distribution</p>	<p>25 points</p>
--	---	------------------

	<p>Practices, provided under Annexes 5 through 7?</p> <p>Maintenance, Warranties, and Other Requirements: Does the offeror provide the required documentation and certifications as outlined in the Technical Proposal section?</p>	
	<p>Capability for comprehensive in-transit tracking: Does the offeror have the capacity to track its flights on any given route, and provide accurate and genuine route-verification data and reports to Chemonics upon request or as required in the SOW? If offeror has not adopted GPS capabilities, has the offeror sufficiently described its processes and ability to track aircrafts in a similar efficient manner?</p>	<p>10 points</p>
	<p>Capability to provide written proof of delivery (POD) with real-time/daily updates. Preference will be given to offerors who can provide electronic POD. If offeror has not implemented electronic PODs, does the offeror sufficiently describe their system or methodology to submit hard copy PODs on-time?</p>	<p>10 points</p>
	<p>Standard Operating Procedures: The offeror's standard operating practices which comply with WHO or country standards:</p> <ul style="list-style-type: none"> <li>• Aircraft and equipment maintenance;</li> <li>• Security measures that cover the full range of security issues related to the distribution of products, lives, and property;</li> <li>• In-transit operating procedures;</li> <li>• Routing and re-routing procedures;</li> <li>• Incident management and reporting</li> <li>• Delivery deadlines for commodities</li> </ul> <p>Does the offeror provide proof of meeting required FAA requirements for aircrafts and pilots (minimum FAA requirements for pilots, proof of meeting FAA maintenance requirements, etc.)?</p>	<p>20 points</p>
<p><b>Total Points – Technical Approach</b></p>		<p><b>65 points</b></p>

<b>Management, Key Personnel, and Staffing Plan</b>		
	<p>Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the proposed key personnel (Pilot) and evaluate if the offer has the experience and capabilities carry out the Scope of Work.</p> <p>As presented in the organogram, list of focal points and description of key positions: Does the offeror have the capability to fulfill the Scope of Work with the staff and management composition of the organization at large and the specific positions assigned to support the subcontract?</p> <p>As presented in the job descriptions and curriculum vitae (CVs) of the key personnel and management: Does the offeror have the experience and capabilities to carry out the Scope of Work with the proposed staff?</p>	10 points
<b>Total Points – Management</b>		<b>10 points</b>
<b>Corporate Capabilities, Experience, and Past Performance</b>		
	<p>Past Performance - Successful past performance providing services as requested in the RFP. Please include at least three (3) references from current or past (3 years) clients as part of proposal submission (including name, address, representative, phone, and email address). Include any USG or USAID funded, or humanitarian clients if relevant. Offerors should use the template provided in Annex 9 for this section.</p>	15 points
		10 points
<b>Total Points – Corporate Capabilities</b>		<b>25 points</b>
<b>Total Points</b>		<b>100 points</b>

## 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 Insurance and Services**

Within two weeks of signature of this subcontract, the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. The Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The supplier shall also provide copies of the Additional Insured endorsements on liability insurance policies showing Chemonics as Additional Insured. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. Note DBA is reimbursable to the Offeror.

##### **DEFENSE BASE ACT (DBA) INSURANCE**

##### **a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]**

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high-risk environments and where Chemonics may be providing security.

##### **(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.**

- (1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-

insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

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

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

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

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

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

2. **Email.** An application form can be emailed to: [USAID@marshmma.com](mailto:USAID@marshmma.com)

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

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

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (July 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this Subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

TYPE	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage. Comprehensive general liability insurance, including but not limited to, premises liability, contractual liability, products/complete operations is applicable, and personal and advertising injury. Chemonics International Inc shall be included as Additional Insured on policy.	\$10,000,000 per occurrence
(c) Automobile Liability (if applicable) Combined Single Limit each occurrence. Chemonics International Inc shall be included as Additional Insured on policy.	As per AIDAR 752.228-7 and \$1,000,000 per occurrence
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$10,000,000
(e) Goods In Transit Insurance, Coverage: All risks including Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable.	Liability for cargo loss or damage to Chemonics' goods shall be calculated based on cost of commodities plus freight and insurance plus 10%

(f) Aircraft Liability Insurance including but not limited to, third party liability for bodily injury and property damage arising out of ownership, use, and maintenance of owned and/or non-owned aircraft and its payload, and personal injury liability. Policy shall include coverage for war, hijacking, and other perils up to the required limit. Chemonics International Inc shall be included as Additional Insured on policy.	\$25,000,000 per occurrence
(g) Comprehensive logistics liability/professional insurance	\$3,000,000 per occurrence and \$10,000,000 in the annual aggregate
(i) Hull coverage: Property insurance/hull coverage to protect against any/all physical loss or damage. Up to the value of the aircraft (if owned by the service provider/offeror). If not owned by the offeror, proof of leasing/renting agreement/arrangement is required per the Technical Proposal requirements in Section I.7.	Up to the value of the aircraft (if owned by the service provider/offeror).
(j) Professional indemnity and/or errors and omissions (E&O) liability	\$3,000,000

The subcontractor will have financial liability if the aircraft type defined in the agreement is grounded/receives a grounding order.

The offeror shall maintain applicable insurance for its liability under any award, inclusive of commercial liability insurance coverage, commercial aircraft liability insurance, and third-party injury and property damage, as well as all-risk insurance as applicable.

If successful, prior to the commencement of work, subcontractor shall furnish to Chemonics International Inc. as certificate holder a certificate of insurance evidencing all insurance required in this RFP including additional insured language. Subcontractor insurance will be primary. Where allowed by law, subcontractor waives all rights of subrogation against Chemonics for any policy of insurance required by this section. Subcontractor shall provide 30 days written notice to the Contractor prior to cancellation or material change of any of the required insurance policies.

Any insurance applicable to this scope/RFP as well as General Liability Insurance cover will include a waiver of underwriter’s rights of subrogation against Chemonics/GHSC-PSM.

The offeror 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/GHSC-PSM, and failure to request evidence of this insurance shall in no way be construed as a waiver of the offeror’s obligation to maintain such insurance.

**I. 12 Privity**

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

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

### **II.1. Background**

The GHSC-PSM project is seeking bids in response to the need for chartered air flights for the transportation of project health commodities within and across Haiti.

The Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project is in possession of various commodities – including antiretroviral (ARV), opportunistic infection (OI), laboratory, cholera, and family planning commodities – in support of the PEPFAR, PRH, and MCH programs, which the project routinely distributes across Haiti. However, due to the heightened security situation at the port and the roads leading out of Port-au-Prince, distribution activities planned for the 5 northern departments and 4 southern departments of the country have been delayed over the last several weeks.

As background, the project planned its distribution activities to the four departments in the North, Centre, and South departments in February and March 2024, however following several incidents which resulted in road blockages due to gang violence, vehicles are unable to pass through and distributions via road are not currently possible. In addition, distributions to Carrefour have not been possible in recent weeks either. Access by road to the south of the country and Carrefour has been blocked for several years now as it requires passing through the gang-controlled area of Martissant. Previously, to bypass Martissant to reach the south and Carrefour, the project's 3PL transporters utilized a barge that departed from the Autorité Portuaire Nationale (APN) terminal to Terminal Abraham located in Carrefour. However, given recent and continued issues at the port, distributions via waterway have also been disrupted.

Given the situation described above, the project has not been able to deliver products to the north or south of the country for several weeks, with the exception of the Centre department. These involuntarily interruptions are expected to continue, and delays are expected to continue as the security situation escalates. Therefore, in order to avoid these blockages in the future and bypass the roadblocks and challenges at the port, the project is exploring options via air to transport the most urgent commodities to health sites, and is therefore seeking chartered air transportation services via this RFP.

### **II.2. Scope of Work**

The GHSC-PSM project will award firm fixed price sub-task orders to IQS-holder(s) who propose the best value for efficient and optimized routes in response to a request for task-order proposals. Each STO issued under the IQS will contain a transportation plan for pharmaceutical-grade and non-pharmaceutical-grade commodities, which may include medications, HIV/AIDS, family planning, child and maternal health, and other health products as needed, which identifies the volume and/or weights to be delivered, the locations to be delivered to, the agreed date and time of needed flights, product details, and quantities. There will be a packing list for each destination and the number of packages to be delivered. The subcontractor will be responsible for providing a flight manifest (including details of crew, passengers, and cargo onboard) as well as airway bills/bill of lading for each flight. In addition, the subcontractor will provide proofs of delivery (PODs). For PODs, one copy will be signed by GHSC-PSM and the MOH representative at the time of loading on the aircraft. Another identical unsigned copy will be provided and will be signed by the recipient at the arrival location/after landing at the destination. The charter provider will collect this second copy and provide it to GHSC-PSM within 24 hours as part of the deliverables under the subcontract.

The IQS holder will provide the following services.

- Provide site-to-site air shipment of health commodities to the Norther, South, or other departments within Haiti as the need arises. An illustrative list of expected commodities to be shipped can be found in the attached Annex 8. The types and amounts of commodities to be transported will be determined and shared by GHSC-PSM up to 72 hours in advance of transport. GHSC-PSM will include volume and weight of products as well as intended destinations and dates of transportation in each request.
- Ensure that pilot is present and attentive at the time of loading of commodities onto aircraft and confirm that the commodities loaded correspond to the packing list, PODs, and the distribution plan, including number of parcels, dimensions of each package, description of items, packing, gross weight, and pallet labels. In addition, confirm that temperature sensitive cargo is adequately packed on acceptance of commodities at the time of loading onto the aircraft. Discrepancies, damage, or other issues shall be noted and reported immediately.
- Notify GHSC-PSM of any damage or short cargo within 24 hours from acceptance or receipt, note exact details on the receipt or waybill
  - Take pictures to document the extent of the damage
  - Keep all packing materials or pallets until approved by GHSC-PSM, when cargo is damaged during air transport, or follow GHSC-PSM instructions for delivery or return
  - Provide additional supporting information pertinent to any damage or loss within 24 hours of request by GHSC-PSM
- In the event of temperature variations, the 3PL shall provide copies of temperature readings during the transit as applicable.
- PODs shall reflect quantities and package types/sizes of commodities being transported to facilitate uniform documentation.
- Adhere to the World Health Organization (WHO) standards for transporting pharmaceuticals and other health commodities, for vehicle and other equipment requirements, and transporting any pharmaceutical or other waste products to proper disposal points, as these standards are incorporated into the subcontract in annexes: WHO Good Distribution Practices (GDP) for Medical Products (Annex 5), WHO Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Annex 6), WHO Technical Supplements to Model Guidance for Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Annex 7), country standards, and consultation provided by the GHSC-PSM Project on relevant quality standards, as applicable, provided under Annexes 5 through 7 and found on the WHO website.
- Ensure accuracy of deliverables by delivering the correct products on time, and delivering to the correct destination, as directed by GHSC-PSM in Haiti. In the event that products are not delivered to the correct destination, it is the responsibility of the subcontractor to inform GHSC-PSM, retrieve the product, and make the correct delivery.
- No other commodities originating from entities other than GHSC-PSM shall be transported on the same flight as GHSC-PSM commodities.
- Manage all transport and logistics functions for designated routes, from point of origin to destination, including provision of appropriate modes of transport necessary for efficient delivery.
- Participate in briefings with GHSC-PSM/origin warehouse, flight operator, and receiving entities to discuss and confirm plan and timelines for delivery of products to aircraft, loading, departure, arrival, and handover at arrival destination so there are no delays. To include planning and confirmation between parties of contingencies as necessary.

- Transport pharmaceuticals and other health commodities in such a way so as to ensure that neither the pharmaceuticals nor the commodities can be contaminated.
- Subcontractor will be legally and financially responsible for the commodities during the transportation process and is required to provide insurance on an all risk basis for commodities in its care, custody and control against all loss or damage to products.
- The Subcontractor must continually assess security within the operating environment and communicate all changes or concerns immediately to Chemonics immediately upon occurrence.
- Receive, review, and maintain records of approved, signed documentation provided by GHSC-PSM in Haiti prior to any handling, transportation, or distribution of commodities.
- Ensure documentation provided by GHSC-PSM in Haiti matches the health commodities to be distributed, including number of parcels, dimensions of each package, packing, gross weight, and pallet labels.
- Report and manage any discrepancies encountered en-route to the destination and up to the final point of delivery.
- Deliver products on time and ensure security of products throughout the entire transport process.
- Provide the necessary labor to load the commodities at the point of origin onto the aircraft and unload the commodities at the landing location.
- Have responsibility for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor's custody. Pilots shall be responsible and accountable for the health commodities from the point they are loaded on the aircraft, up to the point they are offloaded and handed over to designated recipient at the landing location, and shall ensure that the products are handed off to the designated recipient and that all the stipulated documentation is completed to demonstrate clear transfer of custody of commodities between the aircraft and the recipient.
- Subcontractor shall be responsible and accountable for the health commodities from the point when they are loaded onto their aircrafts, up to the point they are offloaded at the arrival destination and handed over to the recipient and shall ensure that all stipulated documentation is complete.
- The Subcontractor shall use only own aircraft or commercially available flights for air shipments. The Subcontractor shall not charter any flights specifically for the GHSC-PSM project without written approval from Chemonics.
- Maintain at all times adequate Standard Operating Procedures (SOPs) for all operations and particularly for the operations listed below. If the Subcontractor makes any substantial changes to their SOPs, the Subcontractor shall provide the updated SOPs to Chemonics.
  - a. Order dispatch and delivery
  - b. Training in relation to good distribution practice, regulations, and safety specific to temperature-controlled goods and cold chain
  - c. Security, that covers the full range of security issues related to the distribution of products, lives, and property
  - d. Disaster recovery plan
  - e. Inventory control/cycle count
  - f. Loading and unloading
  - g. Non-cold chain capacity for transportation of all commodities, including temperature controlled goods and pharmaceuticals.
  - h. Pharmaceutical product transportation
  - i. Incident management and reporting

- j. Daily operations reporting
- k. Reverse logistics

For cold chain transportation services, subcontractor shall:

1. Provide personnel with requisite competency level to be able to effectively perform duties related to documentation, take critical decisions related to cold chain activities and their distribution.
2. Provision of appropriate carrier with adequate temperature regulation to convey cold chain commodities and to maintain the temperature within the required range for the duration of the delivery to point of destination.
3. Use temperature monitoring devices using data loggers in every commodity container to effectively monitor storage temperature during the entire delivery period and/or verifiable and acceptable protocols for the temperature monitoring protocols. Submit data loggers' information for recording/documenting temperature readings at beginning, during (every hour during the delivery) and at time of arrival/landing and hand off at destination airport.
4. Records/documentation would be required of temperature readings at beginning, during and final delivery of the commodities at their destination (i.e. SDPs and DHAs).
5. The PODs must be signed indicating receipts of the cold chain commodities in good condition by MOH representative at Port-au-Prince (PAP) airport.

**Air freight**

Availability of AC outlets in cargo area is strongly preferred to help maintain temperature controls of cold boxes. When required for certain commodities, commodities must be stored in a pressurised and temperature-controlled hold during air freight.

Chemonics's Responsibilities consist of the following:

1. Chemonics shall provide a to the Subcontractor a list of commodities to be transported, including volume and weight, and intended destinations, dates, and times of transportation 72 hours in advance of transport.
2. Chemonics shall deliver all commodities to be transported via aircraft to the departure location/airport from which the aircraft will depart.

### **II.3. Deliverables**

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

#### **Deliverable No. 1: Flight Manifest and Airwaybill/Bill of Lading**

The air cargo manifest, must contain all required information regarding all passengers, crew, and cargo on board the aircraft. The manifest shall have copies of the air waybills covering the cargo on board, including, if a consolidated shipment, any house air waybills. When copies of air waybills are attached, the statement "Cargo as per air waybills attached" must appear on the manifest. The manifest must reference an 11-digit air waybill number for each air waybill it covers. The air waybill number must not be used by the issuer for another air waybill for a period of one year after issuance.



**Deliverable No. 2: Proof of Delivery**

The subcontractor shall provide scanned PODs at the latest 24 hours after completing the distribution, and provide original hard-copies to be submitted with the invoice.

Two PODs shall be provided. One signed by the GHSC-PSM and the MOH representatives at the time of loading of cargo onto the aircraft in Port-au-Port and one signed by the recipient at the time of arrival at the destination. The PODs must be signed indicating receipts of the commodities in good condition by MOH representative at PAP airport.

- PODs shall include the following:
  - Consignee name and physical address
  - Destination/handoff location
  - Date of departure
  - List and description of commodities transported
  - Unit pack: quantity, weight, volume, batch number, manufactured and expiry dates, and unit prices
  - Temperature at the point of dispatch/receipt (°C) for cold chain commodities
  - Details (name, title, affiliation, business address) of issuing agents and the recipient;
  - Aircraft registration number
  - Quantities and volume (in cubic meters) of commodities distributed for the GHSC-PSM project;
  - Date and time of arrival/handoff;
  - Name and signature of GHSC-PSM representative and MOH representative at PAP airport and at arrival destination.
  - Remarks or notation of any loss or damages.

In the event the recipient is unwilling to sign POD upon taking delivery, or in the event that the subcontractor arrives to the destination with the commodities and the MOH representative does not arrive at the site within an hour, the Subcontractor shall notify the GHSC-PSM designated POC immediately to coordinate receipt of commodities. If ultimately no handover is possible, the subcontractor shall fly back to the point of origin (Port-au-Prince airport) with the commodities in tow. The costs for this scenario must be outlined by the Offeror in the table in Annex 2.

**II.4. Deliverables Schedule**

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

Deliverable Number	Deliverable Name	Due Date
1	Flight Manifest and Airwaybill/Bill of Lading	24 Hours prior to flight
2	Proof of Delivery	24 hours after reaching destination

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

**Section III Firm Fixed Price Subcontract Template (Terms and Clauses)**

The following IQS and Task Order templates shall be used to order chartered air transportation services and related deliverables under the IQS. Chemonics reserves the right to modify these templates as needed to accommodate pricing and other considerations as may be needed.

**INDEFINITE QUANTITY SUBCONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.  
Hereinafter referred to as “Chemonics” or “Contractor”**

**And**

*(add subcontractor name and address here)*

**Hereinafter referred to as Subcontractor**

**for**

**USAID GLOBAL HEALTH SUPPLY CHAIN PROGRAM – PROCUREMENT AND SUPPLY  
MANAGEMENT (GHSC-PSM) PROJECT  
PRIME CONTRACT NO. AID-OAA-I-15-00004 AND TASK ORDER NOS. AID-OAA-TO-15-  
00007, AID-OAA-TO-15-00010, AND AID-OAA-TO-16-00018**

**Subcontract number:** *(insert Subcontract Number here)*

**Start Date:** *(insert date here)*

**End Date:** *(insert date here)*

**IQS ceiling (maximum aggregate value of all sub-task orders awarded):** *(insert amount here - local subcontracts must be in local currency. If total fixed price exceeds \$250,000 or 5% of the total prime contract value, CO consent is required per FAR 52.244-2)*

**ISSUED BY:**

Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003

**ISSUED TO:**

*(INSERT SUBCONTRACTOR NAME AND ADDRESS)*

**Subcontractor Tax ID Number:** *(INSERT Subcontractor Employer Identification Number (EIN) or local tax reference number as applicable)*

**Subcontractor UEI Number:** *(INSERT Subcontractor UEI for awards valued at \$30,000 USD or higher unless exempted. Delete if not applicable.)*

**Contents**

<a href="#">SECTION A. BACKGROUND, SCOPE OF WORK, DELIVERABLES</a> .....	29
<a href="#">SECTION B. SUBCONTRACT TYPE AND SUB-TASK ORDERS</a> .....	29
<a href="#">SECTION C. ORDERING PROCEDURES</a> .....	30

<a href="#"><u>SECTION D.</u></a>	<a href="#"><u>REPORTING AND TECHNICAL DIRECTION</u></a> .....	32
<a href="#"><u>SECTION E.</u></a>	<a href="#"><u>PERIOD OF PERFORMANCE</u></a> .....	32
<a href="#"><u>SECTION F.</u></a>	<a href="#"><u>INVOICING AND PAYMENT</u></a> .....	33
<a href="#"><u>SECTION G.</u></a>	<a href="#"><u>BRANDING POLICY AND REPORTING REQUIREMENTS</u></a> .....	33
<a href="#"><u>SECTION H.</u></a>	<a href="#"><u>AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]</u></a> .....	33
<a href="#"><u>SECTION I.</u></a>	<a href="#"><u>INTELLECTUAL PROPERTY RIGHTS</u></a> .....	34
<a href="#"><u>SECTION J.</u></a>	<a href="#"><u>INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS</u></a> .....	35
<a href="#"><u>SECTION K.</u></a>	<a href="#"><u>COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS</u></a> .....	36
<a href="#"><u>SECTION L.</u></a>	<a href="#"><u>PRIVITY OF CONTRACT AND COMMUNICATIONS</u></a> .....	36
<a href="#"><u>SECTION M.</u></a>	<a href="#"><u>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</u></a> .....	36
<a href="#"><u>SECTION N.</u></a>	<a href="#"><u>GOVERNING LAW AND RESOLUTION OF DISPUTES</u></a> .....	37
<a href="#"><u>SECTION O.</u></a>	<a href="#"><u>SET-OFF CLAUSE</u></a> .....	38
<a href="#"><u>SECTION P.</u></a>	<a href="#"><u>ASSIGNMENT AND DELEGATION</u></a> .....	38
<a href="#"><u>SECTION Q.</u></a>	<a href="#"><u>ORGANIZATIONAL CONFLICTS OF INTEREST</u></a> .....	38
<a href="#"><u>SECTION R.</u></a>	<a href="#"><u>GRATUITIES AND ANTI-KICKBACK</u></a> .....	38
<a href="#"><u>SECTION S.</u></a>	<a href="#"><u>TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224</u></a> .....	38
<a href="#"><u>SECTION T.</u></a>	<a href="#"><u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)</u></a> .....	39
<a href="#"><u>SECTION U.</u></a>	<a href="#"><u>COMPLIANCE WITH U.S. EXPORT LAWS</u></a> .....	39
<a href="#"><u>SECTION V.</u></a>	<a href="#"><u>COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS</u></a> .....	39
<a href="#"><u>SECTION W.</u></a>	<a href="#"><u>SUBCONTRACTOR PERFORMANCE STANDARDS</u></a> .....	40
<a href="#"><u>SECTION X.</u></a>	<a href="#"><u>SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS</u></a> .....	41
<a href="#"><u>SECTION Y.</u></a>	<a href="#"><u>REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT</u></a> .....	41
<a href="#"><u>SECTION Z.</u></a>	<a href="#"><u>SECURITY</u></a> .....	42
<a href="#"><u>SECTION AA.</u></a>	<a href="#"><u>STANDARD EXPANDED SECURITY</u></a> .....	43
<a href="#"><u>SECTION BB.</u></a>	<a href="#"><u>MISCELLANEOUS</u></a> .....	44
<a href="#"><u>SECTION CC.</u></a>	<a href="#"><u>INSURANCE REQUIREMENTS</u></a> .....	45
<a href="#"><u>SECTION DD.</u></a>	<a href="#"><u>FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS</u></a> .....	48
<a href="#"><u>SECTION EE.</u></a>	<a href="#"><u>TASK ORDER SAMPLE</u></a> .....	61
<a href="#"><u>SECTION FF.</u></a>	<a href="#"><u>REPRESENTATIONS AND CERTIFICATIONS</u></a> .....	68

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.

For  
{Subcontractor's name}

By:

By:

---

{name}  
{title of officer}  
Date Signed: {insert date}  
Place Signed: {insert place}

---

{name}  
{title of officer}  
Date Signed: {insert date}  
Place Signed: {insert place}

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**

### **A.2. SCOPE OF WORK**

#### **A.2.4. MANAGEMENT STRUCTURE**

#### **Description of Key Personnel positions**

### **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 (Section FF 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. Chemonics may issue sub-task orders requiring delivery to multiple destinations or performance at multiple locations.

### **B.2 SUB-TASK ORDER PRICES**

Sub-task orders will contain the following: (1) a firm fixed price for the services to be provided; (2) a schedule of deliverables to be provided; and (3) a schedule of payments that the Subcontractor will receive upon receipt and acceptance by 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.

Aircraft Type:						
	Flights Dropping off Commodities at Destination	Flights Returning with Commodities		Passengers*	“Free Time” Included per departure/arrival destination (in minutes)	Wait time cost to be incurred after expiration of “free time” (cost per 30 minute increment)
	Cost With Full Weight Capacity (USD) – Ceiling per Route	Cost by KG (USD)	Cost With Full Weight Capacity (USD) – Ceiling per Route	Cost by KG (USD)	Cost per Accompanying Passenger (USD)	
Port-au-Prince to Cap Haitien						
Port-au-Prince to Les Cayes						
Port-au-Prince to Miragoane						
Port-au-Prince to Gonaive						

**B.3 OBLIGATED AMOUNT AND MAXIMUM CONTRACT CEILING**

a) Minimum Obligated Amount. The basic contract includes an initial obligation of [Insert amount] to cover minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. This minimum order guarantee and initial obligation shall be met through the first sub-task order placed hereunder. Individual sub-task orders will obligate funds to cover the work required under each sub-task order.

b) Maximum Ordering Limitation. This subcontract includes a ceiling price in the amount of [insert amount]. All sub-task orders issued under this subcontract shall not exceed the subcontract total ceiling amount and the Subcontractor shall not be paid any amount in excess of the subcontract’s ceiling price without advance, written approval of Chemonics.

**SECTION C. ORDERING PROCEDURES**

**C.1. ORDERING - GENERAL**

- a) Any 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 **[Insert Name of supervisor]** or their 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 **[Insert Name of supervisor]** or their 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 **[Insert Name of supervisor]** or their 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 EE 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 EE 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 EE herein.

### **SECTION D. REPORTING AND TECHNICAL DIRECTION**

(a) Only TBD Chemonics's authorized representative 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 TBD Chemonics's authorized representative, or their designee as indicated in each task order. The authorized representative, or their designee will be responsible for monitoring the Subcontractor's performance under this subcontract and may from time-to-time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The authorized representative, or their 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 TBD Chemonics' authorized representative or other authorized project staff member.

### **SECTION E. PERIOD OF PERFORMANCE**

The effective date of this subcontract is, [Insert start date] and the completion date is [Insert end date]. The



Subcontractor shall deliver the deliverables set forth in each sub-task order to **[Insert Name of supervisor]** 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 authorized 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 Chemonics's authorized representative 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**

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

Account name: **[INSERT Account name provided by the Subcontractor]**

Bank name: **[INSERT Subcontractor's bank name]**

Bank address or branch location: **[INSERT Subcontractor's bank address or branch location]**

Account number: **[INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable]**

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in **USD**, 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](http://www.usaid.gov/branding), or any successor branding policy, and the Project specific branding implementation and marking plan, which shall be conveyed to the Subcontractor by Chemonics in writing.

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 EE, 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. PRIVACY 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 common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

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

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

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

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

(e) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed total subcontract price. Except for indemnification obligations, neither the Subcontractor or Chemonics will 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 a party has been advised of the possibility of such damages.

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**

(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 web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and

other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

#### **SECTION 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 <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

It is the Subcontractor’s responsibility to remain informed as to sanctioned parties and to ensure compliance with all relevant U.S. sanctions and trade restrictions. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Subcontractor shall insert this clause, including this paragraph, in all subcontracts and subawards issued under this subcontract.

#### **SECTION 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 Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

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

#### **SECTION 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

(d) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract on an annual basis. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts. The Subcontractor will be evaluated for:

- *Quality and timeliness of work.* Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.
- *Responsiveness to Chemonics' requests.* Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.
- *Quality of financial management.* Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.
- *Quality of subcontract administration.* Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner. Recruitment efforts go beyond a simple review of CVs before submission to Chemonics to include first-hand contacts with candidates and performing reference checks.

## **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 FF.A.17.** If the Subcontractor maintains a record in the System for Award Management (<https://sam.gov/SAM/>), 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 FF.A.17 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

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

(d) Remedy.

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

## SECTION 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 their 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 their designee.

## **SECTION AA. STANDARD EXPANDED SECURITY**

The Subcontractor shall be responsible for initiating, undertaking and supervising all safety and security precautions and programs in connection with the services to be provided pursuant to this Subcontract. The Subcontractor shall undertake affirmative actions to assure that adequate safety and security precautions and programs are implemented in all phases of performing services, production, control and distribution including by way of example but not limited to: (i) electronic data processing and information systems, (ii) physical security of plant, production, records and inventory, (iii) production control and control of inventory, (iv) control of distribution systems and (v) control of labor, including employees and officers of the Subcontractor, agents, contract or temporary employees and subcontractors. The Subcontractor shall comply with all applicable laws, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. The direction, advice or input by Chemonics with respect to security precautions and programs in connection with the services to be provided shall not relieve the Subcontractor of the responsibility for establishing and maintaining such security precautions.

The Subcontractor shall implement and maintain adequate information security measures to protect against unauthorized access to or use of Users’ Data in accordance with the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder, including without limitation: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Users’ Data to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Users’ Data, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Users’ Data where unauthorized individuals may reasonably foreseeably have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to Users’ Data; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when the Subcontractor detects unauthorized access to information systems, including immediate reports to Chemonics; (viii) measures to protect against destruction, loss or damage of Users’ Data due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training of staff to implement the information security measures; (x) regular testing of key controls, systems and procedures

of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) reporting to Chemonics on the results of its audit evaluations of the Subcontractor's information security systems and procedures.

The Subcontractor will provide documentation of its security measures in form satisfactory to Chemonics as part of audit obligations under this subcontract. If the Subcontractor becomes aware of any unauthorized access to or unauthorized use of Chemonics's data by a person (other than Chemonics, its affiliates, any of their respective employees or any of their other agents (i.e., an agent that is not the Subcontractor or an agent of the Subcontractor) accessing such systems through the service provider or its agents or has reason to believe that such unauthorized access or use will occur, the Subcontractor will promptly at its expense: (i) notify Chemonics in writing; (ii) investigate the circumstances relating to such actual or potential unauthorized access or use; (iii) take commercially reasonable steps to mitigate the effects of such actual or potential unauthorized access or use and to prevent any reoccurrence.

## **SECTION BB. MISCELLANEOUS**

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

- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **SECTION CC. INSURANCE REQUIREMENTS**

Within two weeks of signature of this subcontract, the Subcontractor shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below.

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

### **a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]**

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high-risk environments and where Chemonics may be providing security.

### **((b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.**

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

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

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

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

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

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

2. **Email.** An application form can be emailed to: [USAID@marshmma.com](mailto:USAID@marshmma.com)

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

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

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

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

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (July 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this

Subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

TYPE	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage. Comprehensive general liability insurance, including but not limited to, premises liability, contractual liability, products/complete operations is applicable, and personal and advertising injury. Chemonics International Inc shall be included as Additional Insured on policy.	\$10,000,000 per occurrence
(c) Automobile Liability (if applicable) Combined Single Limit each occurrence. Chemonics International Inc shall be included as Additional Insured on policy.	As per AIDAR 752.228-7 and \$1,000,000 per occurrence
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$10,000,000
(e) Goods In Transit Insurance, Coverage: All risks including Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable.	Liability for cargo loss or damage to Chemonics' goods shall be calculated based on cost of commodities plus freight and insurance plus 10%
(f) Aircraft Liability Insurance including but not limited to, third party liability for bodily injury and property damage arising out of ownership, use, and maintenance of owned and/or non-owned aircraft and its payload, and personal injury liability. Policy shall include coverage for war, hijacking, and other perils up to the required limit. Chemonics International Inc shall be included as Additional Insured on policy.	\$25,000,000 per occurrence

(g) Comprehensive logistics liability/professional insurance	\$3,000,000 per occurrence and \$10,000,000 in the annual aggregate
(k) Hull coverage: Property insurance/hull coverage to protect against any/all physical loss or damage. Up to the value of the aircraft (if owned by the service provider/offeror). If not owned by the offeror, proof of leasing/renting agreement/arrangement is required per the Technical Proposal requirements in Section I.7.	Up to the value of the aircraft (if owned by the service provider/offeror).
(l) Professional indemnity and/or errors and omissions (E&O) liability	\$3,000,000

The Subcontractor will have financial liability if the aircraft type defined in the agreement is grounded/receives a grounding order.

The Subcontractor shall maintain applicable insurance for its liability under any award, inclusive of commercial liability insurance coverage, commercial aircraft liability insurance, and third-party injury and property damage, as well as all-risk insurance as applicable.

Prior to the commencement of work, Subcontractor shall furnish to Chemonics Internation Inc. as certificate holder a certificate of insurance evidencing all insurance required in this RFP including additional insured language. Subcontractor insurance will be primary. Where allowed by law, Subcontractor waives all rights of subrogation against Chemonics for any policy of insurance required by this section. Subcontractor shall provide 30 days written notice to the Contractor prior to cancellation or material change of any of the required insurance policies.

Any insurance applicable to this scope/RFP as well as General Liability Insurance cover will include a waiver of underwriter’s rights of subrogation against Chemonics/GHSC-PSM.

The 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/GHSC-PSM, and failure to request evidence of this insurance shall in no way be construed as a waiver of the Subcontractor’s obligation to maintain such insurance.

**SECTION DD. FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS**

**DD.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

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



## **DD.2 GOVERNMENT SUBCONTRACT**

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

## **DD.3 NOTES**

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

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

## **DD.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

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

## **DD.5 PROVISIONS INCORPORATED BY REFERENCE**

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<a href="#"><u>52.202-1</u></a>	DEFINITIONS	JUN 2020	All subcontracts regardless of value
<a href="#"><u>52.203-3</u></a>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<a href="#"><u>52.203-5</u></a>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.203-6</u></a>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<a href="#"><u>52.203-7</u></a>	ANTI-KICKBACK PROCEDURES	JUN 2020	All subcontracts regardless of value (Note 1 applies)
<a href="#"><u>52.203-8</u></a>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<a href="#"><u>52.203-10</u></a>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<a href="#"><u>52.203-11</u></a>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#"><u>52.203-12</u></a>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<a href="#"><u>52.203-13</u></a>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2011	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.
<a href="#"><u>52.203-14</u></a>	DISPLAY OF HOTLINE POSTER(S)	NOV 2021	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<a href="#"><u>52.203-17</u></a>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020	All Subcontracts equal to or greater than the simplified acquisition threshold
<a href="#"><u>52.204-06</u></a>	UNIQUE ENTITY IDENTIFIER	OCT 2016	All Subcontracts equal to or greater than \$30,000
<a href="#"><u>52.204-10</u></a>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUN 2020	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.
<a href="#"><u>52.204-23</u></a>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV 2021	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<a href="#"><u>52.204-25</u></a>	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR	NOV 2021	All subcontracts regardless of value (Note 1 applies)

Clause Number	Title	Date*	Notes and Applicability
	EQUIPMENT		
<u>52.204-27</u>	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUNE 2023	All subcontracts regardless of value (Note 1 applies)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 2012	All Subcontracts > \$35,000. (Note 2 applies)
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	JUN 2020	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.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA  Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	JUN 2020	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	NOV 2021	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	JUN 2020	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	NOV 2021	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 <i>and</i> Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 <i>and</i> Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	NOV 2021	(Note 2 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	NOV 2021	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	JUN 2020	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT  Alt II applies to educational institutions.  Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract. )
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	AUG 2020	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN  (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	NOV 2021	Applies if this Subcontract > \$750,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020	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.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020	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.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	JUN 2020	Applies if this Subcontract contains the FAR clause of 52.222-35, Equal Opportunity for Veterans.
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts is above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> 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;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	NOV 2021	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	NOV 2021	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for a</i> ) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN 2020	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	NOV 2021	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2021	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	JUN 2020	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.), not applicable when both the performance and delivery are outside the United States
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020	Applies only if FAR clause 52.221-1 is included in the subcontract
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	JUN 2020	Applies only when referenced in this Subcontract that full CAS coverage applies.

Clause Number	Title	Date*	Notes and Applicability
			"United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN 2020	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	JUN 2020	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	JUN 2020	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD  Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.  WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	SEP 2021	Applies to all subcontracts > \$800,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.

Clause Number	Title	Date*	Notes and Applicability
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER  Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2022	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	SEP 2021	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT  Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	NOV 2021	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.



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

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

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

Clause Number	Title	Date*	Notes and Applicability
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989 DEVIATION (JUN 2020)	Applies to all subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.”
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7028	DIFFERENTIALS AND ALLOWANCES  APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

**SECTION EE. TASK ORDER SAMPLE**

<b>1. Issued by:</b>	<b>2. Issued to:</b>																																																																					
<b>Chemonics International Inc.</b> (Insert Chemonics' address) (Insert City, State Zip code)	(Name and address of Subcontractor)																																																																					
<b>3. Subcontract Number:</b>																																																																						
<b>4. Sub-Task Order Number:</b>																																																																						
<b>5. Prime Contract and Task Order Number:</b>																																																																						
<b>6. Contents</b>																																																																						
<table border="0"> <tr><td><a href="#">A.1</a></td><td><a href="#">TITLE</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.2</a></td><td><a href="#">BACKGROUND</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.3</a></td><td><a href="#">OBJECTIVE</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.4</a></td><td><a href="#">STATEMENT OF WORK</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.5</a></td><td><a href="#">DELIVERABLES AND DELIVERABLES SCHEDULE</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.6</a></td><td><a href="#">TECHNICAL DIRECTIONS</a>.....</td><td>63</td></tr> <tr><td><a href="#">A.7</a></td><td><a href="#">TERM OF PERFORMANCE</a>.....</td><td>64</td></tr> <tr><td><a href="#">A.8</a></td><td><a href="#">CONTRACT TYPE</a>.....</td><td>64</td></tr> <tr><td><a href="#">A.9</a></td><td><a href="#">FIRM FIXED PRICE</a>.....</td><td>64</td></tr> <tr><td><a href="#">A.10</a></td><td><a href="#">USE OF GOVERNMENT FACILITIES AND PERSONNEL</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.11</a></td><td><a href="#">DUTY POST</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.12</a></td><td><a href="#">LOGISTIC SUPPORT</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.13</a></td><td><a href="#">Authorized Geographic Code</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.14</a></td><td><a href="#">EXECUTIVE ORDER ON TERRORISM FINANCING</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.15</a></td><td><a href="#">COMPLIANCE WITH U.S. EXPORT LAWS</a>.....</td><td>65</td></tr> <tr><td><a href="#">A.16</a></td><td><a href="#">REPRESENTATIONS AND CERTIFICATIONS</a>.....</td><td>66</td></tr> <tr><td><a href="#">A.17</a></td><td><a href="#">Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts</a>.....</td><td>66</td></tr> <tr><td><a href="#">A.18</a></td><td><a href="#">INSURANCE REQUIREMENTS</a>.....</td><td>68</td></tr> <tr><td><a href="#">A.19</a></td><td><a href="#">INSERT ADDITIONAL TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)</a>.....</td><td>68</td></tr> <tr><td><a href="#">A.20</a></td><td><a href="#">INSERT Additional TASK ORDER SPECIFIC REGULATION (E.G., CONFIDENTIALITY) if Any</a>.....</td><td>68</td></tr> <tr><td><a href="#">A.21</a></td><td><a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., LANGUAGE REQUIREMENTS) IF ANY</a>.....</td><td>68</td></tr> <tr><td><a href="#">A.22</a></td><td><a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., DATA OWNERSHIP/INTELLECTUAL PROPERTY)</a>.....</td><td>68</td></tr> <tr><td><a href="#">A.23</a></td><td><a href="#">INSERT TASK ORDER ATTACHMENT NAMES (E.G., WORK PLAN, PMP, BRANDING PLAN, ETC. IF REQUIRED) IF ANY</a>.....</td><td>68</td></tr> </table>		<a href="#">A.1</a>	<a href="#">TITLE</a> .....	63	<a href="#">A.2</a>	<a href="#">BACKGROUND</a> .....	63	<a href="#">A.3</a>	<a href="#">OBJECTIVE</a> .....	63	<a href="#">A.4</a>	<a href="#">STATEMENT OF WORK</a> .....	63	<a href="#">A.5</a>	<a href="#">DELIVERABLES AND DELIVERABLES SCHEDULE</a> .....	63	<a href="#">A.6</a>	<a href="#">TECHNICAL DIRECTIONS</a> .....	63	<a href="#">A.7</a>	<a href="#">TERM OF PERFORMANCE</a> .....	64	<a href="#">A.8</a>	<a href="#">CONTRACT TYPE</a> .....	64	<a href="#">A.9</a>	<a href="#">FIRM FIXED PRICE</a> .....	64	<a href="#">A.10</a>	<a href="#">USE OF GOVERNMENT FACILITIES AND PERSONNEL</a> .....	65	<a href="#">A.11</a>	<a href="#">DUTY POST</a> .....	65	<a href="#">A.12</a>	<a href="#">LOGISTIC SUPPORT</a> .....	65	<a href="#">A.13</a>	<a href="#">Authorized Geographic Code</a> .....	65	<a href="#">A.14</a>	<a href="#">EXECUTIVE ORDER ON TERRORISM FINANCING</a> .....	65	<a href="#">A.15</a>	<a href="#">COMPLIANCE WITH U.S. EXPORT LAWS</a> .....	65	<a href="#">A.16</a>	<a href="#">REPRESENTATIONS AND CERTIFICATIONS</a> .....	66	<a href="#">A.17</a>	<a href="#">Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts</a> .....	66	<a href="#">A.18</a>	<a href="#">INSURANCE REQUIREMENTS</a> .....	68	<a href="#">A.19</a>	<a href="#">INSERT ADDITIONAL TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)</a> .....	68	<a href="#">A.20</a>	<a href="#">INSERT Additional TASK ORDER SPECIFIC REGULATION (E.G., CONFIDENTIALITY) if Any</a> .....	68	<a href="#">A.21</a>	<a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., LANGUAGE REQUIREMENTS) IF ANY</a> .....	68	<a href="#">A.22</a>	<a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., DATA OWNERSHIP/INTELLECTUAL PROPERTY)</a> .....	68	<a href="#">A.23</a>	<a href="#">INSERT TASK ORDER ATTACHMENT NAMES (E.G., WORK PLAN, PMP, BRANDING PLAN, ETC. IF REQUIRED) IF ANY</a> .....	68
<a href="#">A.1</a>	<a href="#">TITLE</a> .....	63																																																																				
<a href="#">A.2</a>	<a href="#">BACKGROUND</a> .....	63																																																																				
<a href="#">A.3</a>	<a href="#">OBJECTIVE</a> .....	63																																																																				
<a href="#">A.4</a>	<a href="#">STATEMENT OF WORK</a> .....	63																																																																				
<a href="#">A.5</a>	<a href="#">DELIVERABLES AND DELIVERABLES SCHEDULE</a> .....	63																																																																				
<a href="#">A.6</a>	<a href="#">TECHNICAL DIRECTIONS</a> .....	63																																																																				
<a href="#">A.7</a>	<a href="#">TERM OF PERFORMANCE</a> .....	64																																																																				
<a href="#">A.8</a>	<a href="#">CONTRACT TYPE</a> .....	64																																																																				
<a href="#">A.9</a>	<a href="#">FIRM FIXED PRICE</a> .....	64																																																																				
<a href="#">A.10</a>	<a href="#">USE OF GOVERNMENT FACILITIES AND PERSONNEL</a> .....	65																																																																				
<a href="#">A.11</a>	<a href="#">DUTY POST</a> .....	65																																																																				
<a href="#">A.12</a>	<a href="#">LOGISTIC SUPPORT</a> .....	65																																																																				
<a href="#">A.13</a>	<a href="#">Authorized Geographic Code</a> .....	65																																																																				
<a href="#">A.14</a>	<a href="#">EXECUTIVE ORDER ON TERRORISM FINANCING</a> .....	65																																																																				
<a href="#">A.15</a>	<a href="#">COMPLIANCE WITH U.S. EXPORT LAWS</a> .....	65																																																																				
<a href="#">A.16</a>	<a href="#">REPRESENTATIONS AND CERTIFICATIONS</a> .....	66																																																																				
<a href="#">A.17</a>	<a href="#">Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts</a> .....	66																																																																				
<a href="#">A.18</a>	<a href="#">INSURANCE REQUIREMENTS</a> .....	68																																																																				
<a href="#">A.19</a>	<a href="#">INSERT ADDITIONAL TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)</a> .....	68																																																																				
<a href="#">A.20</a>	<a href="#">INSERT Additional TASK ORDER SPECIFIC REGULATION (E.G., CONFIDENTIALITY) if Any</a> .....	68																																																																				
<a href="#">A.21</a>	<a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., LANGUAGE REQUIREMENTS) IF ANY</a> .....	68																																																																				
<a href="#">A.22</a>	<a href="#">INSERT TASK ORDER SPECIFIC REGULATION (E.G., DATA OWNERSHIP/INTELLECTUAL PROPERTY)</a> .....	68																																																																				
<a href="#">A.23</a>	<a href="#">INSERT TASK ORDER ATTACHMENT NAMES (E.G., WORK PLAN, PMP, BRANDING PLAN, ETC. IF REQUIRED) IF ANY</a> .....	68																																																																				
<p>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.</p>																																																																						
Name: Title:	Name: Title:																																																																					

(Insert name of subcontractor)	Chemonics International Inc.
By (signature)	By (signature)
Date:	Date:

SAMPLE

**A.1 TITLE**

**A.2 BACKGROUND**

**A.3 OBJECTIVE**

**A.4 STATEMENT OF WORK**

**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 deliverables here as required)

Deliverable No. 1: (Deliverable Name)

(Complete description of deliverable no. 1)

Deliverable No. 2: (Deliverable Name)

(Complete description of deliverable no. 2)

b) Deliverables Schedule

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

<u>Deliverable No.*</u>	<u>Deliverable Name*</u>	<u>Due Date</u>
1	(Deliverable Name from Section A.5.a)	(Date)
2	(Deliverable Name from Section A.5.a)	(Date)

\*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 TBD Chemonics Representative, or their designee. The TBD Chemonics Representative or their 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 TBD Chemonics Representative 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:

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

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

- b) Upon (Responsible person’s title here)’s 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 (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in 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) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor’s official address or to the following authorized account:
  - 1. Account name: (INSERT Account name provided by the Subcontractor)
  - 2. Bank name: (INSERT Subcontractor's bank name)



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

#### **A.10 USE OF GOVERNMENT FACILITIES AND PERSONNEL**

- a) The Subcontractor and any employee or consultant of the Subcontractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government administrative or technical personnel in the performance of the services specified in the sub-task order, unless the use of Government facilities or personnel is authorized in advance, in writing, by the Contracting Officer, through Chemonics.
- b) If at any time it is determined that the Subcontractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the sub-task order itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the sub-task order shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Subcontractor, as determined by the Contracting Officer.

If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the Subcontract.

#### **A.11 DUTY POST**

The Duty Post for this sub-task order is (insert "City, Country") .

#### **A.12 LOGISTIC SUPPORT**

The Subcontractor shall be responsible for all logistic support needed to successfully complete the sub-task order.

#### **A.13 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this sub-task order is 935.

#### **A.14 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

#### **A.15 COMPLIANCE WITH U.S. EXPORT LAWS**

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

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

#### **A.16 REPRESENTATIONS AND CERTIFICATIONS**

Any representations and certifications submitted resulting in award of this Subcontract (Sub-Task Order) 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.

#### **A.17 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 UEI Number:**

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

Yes  No

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

Yes  No

(iv) Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://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

#### **A.18 INSURANCE REQUIREMENTS**

In accordance with Section DD 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.19 INSERT ADDITIONAL TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)**

[To be prepared by Chemonics staff before issuing Sub-Task Order],

#### **A.20 INSERT ADDITIONAL TASK ORDER SPECIFIC REGULATION (E.G., CONFIDENTIALITY) IF ANY**

[To be prepared by Chemonics staff before issuing Sub-Task Order]

#### **A.21 INSERT TASK ORDER SPECIFIC REGULATION (E.G., LANGUAGE REQUIREMENTS) IF ANY**

[To be prepared by Chemonics staff before issuing Sub-Task Order]

#### **A.22 INSERT TASK ORDER SPECIFIC REGULATION (E.G., DATA OWNERSHIP/INTELLECTUAL PROPERTY)**

[To be prepared by Chemonics staff before issuing Sub-Task Order]

#### **A.23 INSERT TASK ORDER ATTACHMENT NAMES (E.G., WORK PLAN, PMP, BRANDING PLAN, ETC. IF REQUIRED) IF ANY**

To be prepared by Chemonics staff before issuing Sub-Task Order

### **SECTION FF. 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.

**Annex 1      Cover Letter**

[Offeror: Insert date]

John Stanton  
Managing Director  
Global Health Supply Chain Program – Procurement and Supply Management project  
Chemonics International Inc.

Reference:      Request for Proposals PSM-HTI-HO-2024-01

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

Dear Mr. Jonh Stanton:

[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	_____
UEI Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

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

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

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

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

Sincerely yours,

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

## **Annex 2      Guide to Creating a Financial Proposal for a Fixed Price Subcontract**

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 strongly 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 deliverable. Offerors should consider 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.

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. All items and services must be clearly labeled and include the total offered price. The detailed budget must show major line items, including, for example:

1. Salaries
2. Indirect costs
3. Any other costs applicable to the work
4. DBA – see clause I. 11

All cost information must be expressed in US Dollars.

Step 4: Write Budget Narrative. 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. 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.

### Sample Budget

Offerors should provide pricing in the table below accordingly in response to the technical and cost requirements of this RFP.

Aircraft Type:							
	Flights Dropping off Commodities at Destination		Flights Returning with Commodities		Passengers*	“Free Time” Included per departure/arrival destination (in minutes)	Wait time cost to be incurred after expiration of “free time” (cost per 30 minute increment)
	Cost With Full Weight Capacity (USD) – Ceiling per Route	Cost by KG (USD)	Cost With Full Weight Capacity (USD) – Ceiling per Route	Cost by KG (USD)	Cost per Accompanying Passenger (USD)		
Port-au-Prince to Cap Haitien							
Port-au-Prince to Les Cayes							
Port-au-Prince to Miragoane							
Port-au-Prince to Gonaive							

In the case that the subcontractor arrives to the destination with the commodities and the MOH representative does not arrive at the site within an hour, the Subcontractor shall notify the GHSC-PSM designated POC to coordinate receipt of commodities, and if no handover is possible, the subcontractor shall fly back to the point of origin (Port-au-Prince airport) with the commodities in tow. The columns on the right-side of this table should be used to project the costs of returning to Port-au-Prince with the commodities remaining on the aircraft.

\*If passenger limits are imposed, please provide a description and details of the limitations and when they are applicable.



**Annex 3 Required Certifications**

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(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.

\_\_\_\_\_  
(Applicant)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

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

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

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

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

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

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

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

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

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

### Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any U.S. Federal agency.

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

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

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

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## EVIDENCE OF RESPONSIBILITY

### 1. Offeror Business Information

Company Name: **Full Legal Name**

Address: **Address**

**UEI Number:** Enter the Unique Entity Identifier (UEI number) assigned to the company / (Instructions to Offerors: Offerors will provide their registered UEI number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Sam.gov regulates the system and registration may be obtained online. If Offeror does not have a UEI 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 UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not applicable or not possible. Additional guidance on obtaining a UEI number is available upon request.)

### 2. Authorized Negotiators

**Company Name** proposal for **Proposal Name** may be discussed with any of the following individuals. These individuals are authorized to represent **Company Name** in negotiation of this offer in response to **RFP 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 Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?
- Yes  No
- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS/UEI number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:
- Yes  No
- 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/UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (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](http://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: \_\_\_\_\_

*One of the authorized negotiators listed in Section 2 above should sign*

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. The NAICS codes most commonly used by Chemonics is 541611, 541618, 541620, 541990]

---

**Company Name:** Full legal name

**Address:** Street address

**City, State, Zip:** City, State Zip

**UEI Number:** [enter the [Unique Entity Identifier \(UEI number\)](#) here. Subcontractors must have a UEI number, unless exempted, as a part of receiving a subcontract with Chemonics.

**Contact Person:** Name, Title

**Contact Phone Number:** (555) 555-5555

---

### Type of Entity

If you have difficulty ascertaining the business size status, please refer to SBA's website ([www.sba.gov/size](http://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/](http://www.acquisition.gov/far/)) to determine applicability.

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> 8(a)
<input type="checkbox"/> HUBZone	<input type="checkbox"/> Woman Owned Small Business
<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Service Disabled Veteran Owned
<input type="checkbox"/> Alaskan Native Corporation	<input type="checkbox"/> Indian Tribe

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

---

Signature and Title (required)

---

Date

\*\*\*\*\*CHEMONICS INTERNAL USE ONLY\*\*\*\*\*

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of \_\_\_/\_\_\_/\_\_\_ conducted by: \_\_\_\_\_.



**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION**

**Prime Contract**

**Insert Prime Contract Name**

**Insert Prime Contract Number/Task Order Number**

**Subcontractor Data**

**Insert Subcontractor Name**

**Insert Subcontractor AddressLine1**

**Insert Subcontractor AddressLine2**

**Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other**

**Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country**

**Subcontract Number: INSERT SUBCONTRACT NUMBER**

**Start Date: INSERT SUBCONTRACT START DATE**

**Subcontract Value: INSERT SUBCONTRACT VALUE**

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/UEI Number: Insert DUNS/UEI on record**

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

Yes  No

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

Yes  No

(iv) Does your business or organization maintain a record in the System for Award Management ([www.SAM.gov](http://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: \_\_\_\_\_

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

\_\_\_\_\_  
Signature and Title (required)

\_\_\_\_\_  
Date

e)

f)

g)

h) \**“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)):

i) (1) *Salary and bonus.*

j) (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.

k) (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.

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

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

n) (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.*

o)

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

## Annex 4

### UEI and SAM Registration Guidance

#### What is an UEI Number?

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

#### Why am I being requested to obtain a UEI number?

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

#### Is there a charge for obtaining a UEI number?

No. Obtaining a UEI number is 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 UEI number?

UEI numbers can be obtained online at SAM.gov.

#### What information will I need to obtain a UEI number?

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

- Legal name and structure
- 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>)
- Annual sales and revenue information

- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

### **How long does it take to obtain a UEI number?**

The UEI number is issued immediately upon completion of the request process.

### **Are there exemptions to the UEI number requirement?**

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

### **What is CCR/SAM?**

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

### **When should I register in SAM?**

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

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

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

### **Why should I register in SAM?**

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation

reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

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

### **What benefits do I receive from registering in SAM?**

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

### **How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.fsd.gov/sys\\_attachment.do?sys\\_id=d4d157741ba3c5103565ed3ce54bcb0](https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcb0)

Follow the step-by-step guidance for contracts registrations at:  
[https://www.fsd.gov/sys\\_attachment.do?sys\\_id=b4c153341ba3c5103565ed3ce54bcbb8](https://www.fsd.gov/sys_attachment.do?sys_id=b4c153341ba3c5103565ed3ce54bcbb8)

*You must have a UEI number in order to begin either registration process.*

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

### **What data is needed to register in SAM?**

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

- \* General Information - Includes, but is not limited to, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- \* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- \* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.

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

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

**Annex 5      World Health Organization Good Storage and Distribution Practices for Medical Products**

Please see the separately attached Annex 5 containing the World Health Organization Good Storage and Distribution Practices for Medical Products (Working Document QAS/19.793, May 2019)

Link: [https://www.ghsupplychain.org/sites/default/files/2021-04/Annex3\\_WHO%20Good%20Storage%20and%20Distribution%20Practices%20%28May%202019%29%20Draft%20for%20Comments%2C%20working%20document%20QAS19.793.pdf](https://www.ghsupplychain.org/sites/default/files/2021-04/Annex3_WHO%20Good%20Storage%20and%20Distribution%20Practices%20%28May%202019%29%20Draft%20for%20Comments%2C%20working%20document%20QAS19.793.pdf)

**Annex 6      World Health Organization model Guidance for the Storage and Transport of  
Time- and Temperature-Sensitive Pharmaceutical Products**

Please see the separately attached Annex 6 containing the World Health Organization model Guidance on the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products.

Link: <https://www.who.int/publications/m/item/trs961-annex9-modelguidanceforstoragetransport>



**Annex 7      World Health Organization Technical Supplements to Model Guidance for the Storage and Transport of Time- and Temperature- Sensitive Pharmaceutical Products**

Please see the separately attached Annex 7 containing the World Health Organization Technical Supplements to Model Guidance for the Storage and Transport of Time- and Temperature- Sensitive Pharmaceutical Products

Link: <https://www.who.int/publications/m/item/trs992-annex5>

## **Annex 8 List of Expected Commodities to be Transported**

### **HIV:**

#### **1) ARVs:**

- a. DTG/TDF/3TC 50/300/300 mg (Dolutegravir/Tenofovir/ Lamivudine)
- b. DTG 50 mg
- c. TAF/FTC/DTG 25/200/50 mg Nouveau Regime (patients deja sur regime)
- d. TLD 90
- e. AZT/3TC 60/30 mg (Zidovudine)
- f. ABC/3TC 600/300 mg (Abacavir)
- g. DTG 10 mg
- h. ABC/3TC/120/60mg (Abacavir)
- i. Other ARVs as needed

#### **2) OIs:**

- a. Co-Trimoxazole 480mg
- b. Co-Trimoxazole 120mg
- c. Benzathine penicillin 2.4MIU Syphilis
- d. Rifapentine (TB)
- e. Other OIs as needed

#### **3) LAB:**

- a. HIV Determine Rapid Test
- b. Bioline Syphilis
- c. Unigold
- d. Dried Blood Spot Collection Kit, AAVBS, Whatman Cards, with Capillary Tubes, 50 Tests
- e. HIV Rapid Test for all
- f. Bioline Syphilis for all
- g. Unigold for all
- h. Dried Blood Spot Collection Kit, AAVBS, Whatman Cards, with Capillary Tubes, 50 Tests, for all
- i. EID bundles or primary reagent, and consumables, including but not limited to the following instruments:
- j. Molecular, m2000 RT PCR, EID Qualitative, Reagents (Amplification kit) and Consumable Bundle, 960 Tests (Pipettes tips)
  - a. Molecular, m2000 Realtime PCR, Preparation System Reagents RNA, 4 x 24 Preps
- k. Viral load bundles or primary reagent, and consumables, including but not limited to the following instruments:
  - a. Viral load bundles or primary reagent, and consumables, by most used/in-use instruments
  - b. Molecular, m2000 Realtime PCR, HIV-1 Amplification Reagent Kit, Quantitative, 4 Packs x 24 Assays

### **Maternal and Child Health:**

**1) CHOLERA (if crisis reported):**

- a. ORS
- b. Doxycycline
- c. Erythromycin
- d. Azithromycin
- e. Ringer Lactate
- f. All other drugs, accessories, and ancillaries

**Family Planning:**

- 1) Oral Contraceptive
- 2) Injectable Contraceptive
- 3) Implants

**HIV and Family Planning:**

- 1) Condoms

Note: Types and quantities as well as destinations of commodities to be transported shall be determined at a later date/at the time of work order and based on need.

**Annex 9 Past Performance Template**

Activity Name	Description of Work Performed	Start and End Dates	Performance Location	Why Is the Work Relevant?	Point of Contact Name	Point of Contact Phone # and Email Address	Client/Company Name and Address