



January 11th, 2020

Request for Proposals # GHSC-PSM-BFA-ELMIS-1
Strengthening the National Electronic Platform on Health Commodities Logistics Management
Information System (NetSIGL) in Burkina Faso

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Global Health Supply Chain Program-Procurement Supply Chain Project (GHSC-PSM) in Burkina Faso, USAID Contract No. AID-OAA-I-15-00004, is issuing an Indefinite Quantity Subcontract (IQS) Request for Proposals (IQS RFP) for technical assistance to strengthen the National Electronic Platform on Health Commodities Logistics Management Information System (NetSIGL) in Burkina Faso. The attached IQS RFP contains all the necessary information for interested Offerors.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to **Parfait Edah** at **BurkinaFasoPSMPMU@ghsc-psm.org** by **18:00 local Ouagadougou time on January 18, 2021**.

Following this RFP, Chemonics anticipates awarding an Indefinite Quantity Subcontract (IQS) and may issue accompanying TOs. During implementation of the work solicited in this RFP, the IQS instrument will serve as the governing subcontract for the work and relationship between the contractor and subcontractor, while the TOs instruments will be used by the contractor to order work from the subcontractor as needed, within the parameters of the IQS. Only IQS holders may bid on TOs under the IQS.

If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all interested Offerors who registered with Parfait Edah.

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

Sincerely,

Parfait Edah
Country Director, GHSC-PSM

Request for Proposals

IQS RFP # GHSC-PSM-BFA-ELMIS-1

For the provision of

Strengthening the National Electronic Platform on Health Commodities Logistics Management
Information System (NetSIGL) in Burkina Faso

Contracting Entity:
Chemonics International
1717 H Street NW
Washington, DC 20006

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

Funded under:
Global Health Supply Chain Program-Procurement Supply Chain Project (GHSC-PSM) in Burkina Faso

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

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

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <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 IQS 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 **Parfait Edah, Tel: +226 78 084 638** with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

| | |
|--------------------|--|
| CFR | Code of Federal Regulations |
| CO | USAID Contracting Officer |
| COP | Chief of Party |
| COR | USAID Contracting Officer's Representative |
| CV | Curriculum Vitae |
| FAR | Federal Acquisition Regulations |
| FDR | Fixed Daily Rates |
| IQS | Indefinite Quantity Subcontract |
| M&E | Monitoring and Evaluation |
| NICRA | Negotiated Indirect Cost Rate Agreement |
| NGO | Nongovernmental organization |
| RFP | Request for Proposals |
| SAF | Strategic Activities Fund |
| SOW | Scope of work |
| STO | Sub Task Order |
| U.S. | United States |
| USAID | U.S. Agency for International Development |
| USAID/Burkina Faso | USAID Mission in Burkina Faso |
| USG | U.S. Government |
| VAT | Value Added Tax |

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) project, under contract number AID-OAA-I-15-00004, is soliciting offers from companies and organizations to submit proposals to strengthen the National Electronic Platform on Health Commodities Logistics Management Information System (NetSIGL) in Burkina Faso.

The GHSC-PSM project is a USAID program implemented by Chemonics International Inc. (Chemonics). The goal of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of the United States Government (USG)-funded public health initiatives around the world.

The project provides direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR), the President's Malaria Initiative (PMI), and Population and Reproductive Health (PRH). GHSC-PSM supports health programs through the supply of a wide range of health commodities, including contraceptives and condoms, essential drugs; and select commodities for HIV/AIDS, malaria, maternal and child health, and infectious diseases.

GHSC-PSM will engage and subcontract with an organization to provide support to the ministry of health of Burkina Faso to develop a robust electronic logistics management information system (eLMIS) that enhance the current web-based application NetSIGL and facilitate real-time data visibility at the national level and establishing a more responsive ordering process.

Chemonics anticipates issuing an award to one or more companies or organizations. The award(s) will be in the form of an indefinite quantity subcontract (IQS) with STOs issued priced on a firm fixed price basis (hereinafter referred to as "the IQS"). The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the IQS, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this IQS RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the IQS. 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. Chemonics will subsequently solicit individual orders for the scope of services requested. These individual orders are called STOs. While the IQS will contain the main terms and conditions and the pricing methodology to be used in negotiating STOs, each STO will contain specific information regarding the services being requested by GHSC-PSM including the period of performance, deliverables, and other details about the specific work ordered. STOs issued under the IQS will be on a fixed price basis. The Offeror shall develop a budget (i.e. cost proposal) for each STO using the pricing methodology set forth in the IQS. Chemonics will not reimburse the Offeror for any costs associated with managing the IQS; each STO must stand on its own.

This IQS RFP does not obligate Chemonics to execute any STOs 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 IQS RFP shall be consecutive calendar days.

I.2. Offer Deadline

Offerors shall submit their offers no later than **18:00 local Ouagadougou time on January 28, 2021**, Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. In accordance to FAR 52.215-1(c)(3)(ii)(A) late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted **electronically only**.

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to **Parfait Edah** at **BurkinaFasoPSMPMU@ghsc-psm.org**.

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

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

I.4. Requirements

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

A. General Requirements

Chemonics anticipates issuing an IQS to a company or organization provided it is legally registered and recognized under the laws of the country 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.

Companies and organizations that submit proposals in response to this IQS RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the country it is headquartered upon award of the IQS.
- (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, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive an IQS valued at USD\$30,000 or more, unless exempted in accordance

with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.¹

B. Required Proposal Documents

1. Cover Letter

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. DUNS Number
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 "Required Certifications".
 - e) Applicable documents listed in I.4.A.

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

2. IQS Technical Proposal

Offerors must prepare and submit an IQS-specific technical proposal which shall respond to and include the following comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long but may not exceed 15 pages.

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

The offeror must describe the methodology for development of the application with detailed activities from development to the implementation of the application and system maintenance. The offeror should also describe how they will work with the national counterparts to transfer skills and guarantee country ownership of the application after its widespread rollout.

- Part 2: Management, Key Personnel, and Staffing Plan. This part 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. CVs for Key Personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose Key Personnel necessary for the implementation of the scope of work using the below table as a template:

| Name, Title | Responsibilities | Qualifications |
|-------------|------------------|----------------|
| | | |
| | | |

The key personnel are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Subcontractor must immediately notify Chemonics reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics and USAID, through Chemonics, if required. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this Subcontract to add, change, or delete personnel and positions, as appropriate. Chemonics may request the replacement of Subcontractor personnel at its sole discretion. Chemonics will not pay for early repatriation of departing long-term personnel, or fielding costs of replacement personnel, respectively, without the prior written approval of the USAID Contracting Officer through Chemonics

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

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. The Offeror shall use the Past Performance Template included in Annex 5. Chemonics reserves the right to check additional references not provided by an offeror.

Chemonics reserves the right to check additional references not provided by an offeror.

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

3. Cost Proposal

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

The price of the subcontract to be awarded will be an Indefinite Quantity Subcontract ceiling that shall aggregate the value of all sub-task orders to be awarded under this subcontract. The sub-task orders will be issued for defined deliverables and with firm fixed prices. No profit, fees, taxes, or additional costs can be added after award.

The cost proposal must include the fixed daily rates broken down by labor category/position for all staff the offer is proposing. All daily rates must be fully burdened (inclusive of all fees and overhead costs) and will remain in effect for the duration of the contract life. 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. See Annex 2 for the cost structure of the fixed daily rates.

When proposing prices for individual sub-task orders, offerors will be required to propose level of effort (LOE) amounts that are aligned to approved labor categories, and will also be required to provide a detailed budget showing other direct costs (ODCs) and materials, such as travel costs, allowances, office supplies, services, insurance, etc. All items and services must be clearly labeled and must be included in the total offer price for the sub-task order. All sub-task orders will be awarded on a deliverable-based, firm fixed price basis.

Chemonics reserves the right to request additional information to substantiate an Offeror’s quoted rates and prices, both at the prime subcontract level and sub-task order level.

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.

The cost volume has no page limitation; however, the following shall be submitted in the format identified below, providing a total fixed price for the four stages of the Scope of Work (see Section II). Please note that the below information shall be completed for the entire IQS pricing period:

| Personnel Labor Category | Fixed Daily Rate (U.S. Dollars) |
|---|--|
| Example: Project Lead | |
| Example: Software Programmer/Engineer | |
| Example: Process Development Specialist | |

Offerors shall also prepare a preliminary draft quotation for Sub-Task Order No. 01, the Scope of Work for which is included in Annex 6. The quotation for Sub-Task Order No. 01 must use the fixed daily rates as proposed in the table above, as well as any other direct costs.

All cost information must be expressed in **US dollars**. Offerors are invited to provide a narrative that accompanies each cost table that further elaborates the assumptions behind each unit cost.

I.5. Indefinite Quantity Type Subcontract and Future STOs

a) This IQS RFP will result in the award of an indefinite quantity type subcontract with STOs issued thereunder priced on a firm fixed price basis to one or more offerors. These STOs will be issued as the need arises. The award of the IQS – including quantities of supplies and services specified under it - are estimates only and are not purchased by the awarded IQS.

A Fixed Price STO is a subcontract for services, reports, or other tangible deliverables provided to and accepted by Chemonics on behalf of GHSC-PSM. As the name implies, the price of the STO 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 STOs issued in accordance with the Ordering Procedures contained within the IQS. The Subcontractor shall furnish to Chemonics, when and if ordered, the services specified in the SOW of this subcontract up to and including the quantity designated in the IQS as the “Maximum Subcontract Ceiling,” currently estimated at **USD \$440,000**. Chemonics will order at least the quantity of services designated in the subcontract as the “Minimum Order Guarantee,” currently estimated at USD \$500.

c) Except for any limitations on quantities in the STO Limitations clause, there is no limit on the number of STOs that may be issued. Chemonics may issue STOs requiring delivery to multiple destinations or performance at multiple locations.

I.6. Source of Funding, Authorized Geographic Code

Any subcontract resulting from this IQS 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 IQS 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: <https://www.ecfr.gov/cgi-bin/text-idx?SID=bc646daa32249b2fcda27d1fce1c8ed2&mc=true&node=pt22.1.228&rgn=div5>.

The cooperating country for this IQS RFP is **Burkina Faso**.

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).

I.7. Chronological List of Proposal Events

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

| | |
|--|----------|
| IQS RFP published | 01/11/21 |
| Deadline for written questions | 01/18/21 |
| Answers provided to questions/clarifications | 01/24/21 |
| Proposal due date | 01/28/21 |
| Oral presentations | 02/01/21 |
| IQS award (estimated) | 02/04/21 |

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

Written Questions and Clarifications. All questions or clarifications regarding this IQS RFP must be in writing and submitted to **Parfait Edah** at **BurkinaFasoPSMPMU@ghsc-psm.org** no later than **18:00 local Ouagadougou time on January 18th 2021**. Questions and requests for clarification, and the responses thereto, will be circulated to all IQS RFP recipients who have indicated an interest in this IQS RFP.

Only written answers from Chemonics will be considered official and carry weight in the IQS 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 IQS RFP.

Proposal Submission Date. All proposals must be received by **18:00 local Ouagadougou time on January 28th, 2021**. Late offers will be considered at the discretion of Chemonics.

Oral Presentations. Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee virtually within 2 days of receiving notification.

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

I.8. Validity Period

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

I.9. Evaluation and Basis for Award

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

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

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

| Evaluation Criteria | Evaluation Sub-criteria | Maximum Points |
|---|---|-----------------------|
| Technical Approach, Methodology, and Detailed Work Plan | | |
| | Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work? | 15 points |
| | Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently? | 10 points |
| | Sector Knowledge – Does the proposal demonstrate the offeror’s knowledge related to technical sectors required by the SOW? (health information system, logistics management information system, expertise in DHIS2; software development in DHIS2 application | 10 points |
| | Country experience: Does the proposal show the offeror’s knowledge of Burkina Faso health system and context? | 5 points |
| Total Points – Technical Approach | | 40 points |
| Management, Key Personnel, and Staffing Plan | | |
| | Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the SOW? | 10 points |
| | Availability of the company staff appointed to implement the project’s SOW - Does the proposal of the offeror indicate availability of the company key staff appointed to execute the project’s SOW including application maintenance? | 5 points |
| | Working language: Do the proposed team members fluent in French? | 10 points |
| Total Points – Management | | 25 points |
| Corporate Capabilities, Experience, and Past Performance | | |
| | Company Background and Experience – Does the company have experience relevant to the project SOW? | 15 points |
| Total Points – Corporate Capabilities | | 15 points |
| Total Points | | 80 points |

Chemonics will have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors' proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee virtually within 2 days of receiving notification. A total of 20 points of the score will be allocation for oral presentation.

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

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

I.10. Negotiations

Best offer proposals are requested. It is anticipated that a IQS 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 IQS. 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.11. Terms of IQS

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of IQS negotiations, any resulting IQS 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 IQS. 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.12. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation. Offerors agree that any protest to this RFP must be presented in writing with a full explanation of the offerors concerns to Chemonics for consideration. USAID will not consider protests made to USAID under USAID-funded projects. At its sole discretion, Chemonics will make a final decision on the protest at a level above the Chief of Party.

Section II Background, Scope of Work, Period and Place of Performance, Staffing, Expected Deliverables, and Deliverables Schedule

II.1. Background

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

The availability of health products plays an important role in Burkina Faso's national healthcare provision system. This availability requires an effective data management system with a real-time access. Since 2016, the Ministry of Health, through the Health Products Supply Chain Management Directorate (DCAPS), has taken the option of improving its Logistics Management Information System (LMIS). Indeed, one of the weaknesses highlighted at the LMIS, is the difficulty in transmitting data through the different levels of the health system. In addition, paper reporting with several tools represents high workload that increases the risk of error leading to the demotivation of staff.

To improve the reporting, processing and logistics data analysis, the Ministry of Health, with financial support from International NGO “Expertise France” and technical support from GHSC-PSM, harmonized the reporting template for priority health programs. Standards Operations Procedures manual (SOPs) has been developed to support the implementation of the integrated logistics management information with a harmonized reporting tools on paper for priority health programs (malaria, HIV, TB, RH/FP, Nutrition, essential medicines)

Later in 2019 , the pharmacy department (DCAPS) through the IT department of the ministry of health (DSIS) developed electronic platform on DHIS2 for health facility logistics data reporting (NetSIGL) with funding from World Bank under the SWEDD program (Women's Empowerment and Demographic Dividend in the Sahel region).

The NetSIGL application, which is currently being piloted in eight health districts: Banfora, Mangodara, N'Dorola, Dandé, Seguenega, Titao, Sebba and Gorom-gorom (262 primary health facilities) since December 2019, has attracted the attention of other partners such as USAID, the Global Fund and other partners involved in the health commodity supply chain. Only, the reporting module for all the priority health programs commodities, including malaria, HIV/TB, Reproductive Health/Family Planning/Maternal Neonatal and Child Health, Nutrition and Essential Medicines, is customized in the current NetSIGL used in SWEDD supported regions.

In order to make it a full package of eLMIS, the ministry of health with partners’ support has decided to add modules such as stock management, dispensation and financial management, the integration of laboratory products, Geographical Information System (GIS), development of dashboard to alert on stock status for decision making, and to consider taking into account in the future, the community level in the implementation of the process, and the interoperability with Health Information System (ENDOS) and other health product management software at the central level such as SAGE 1000 at CAMEG.

Living Goods is currently working on electronic application for community level. The interoperability of new version of NetSIGL with the Living Good application should be considered during the development. The upgraded NetSIGL will be piloted in 2 districts covering around 50 health facilities (one district in the zone covered by SWEDD project and piloting the current version of NetSIGL and one district in the regions supported by USAID). The district stores and district hospitals will be included in this pilot. The pilot will be supported by USAID through GHSC-PSM during the FY21. The districts will be selected in collaboration with DGAP/DCAPS and DSIS.

Following the pilot phase and after the evaluation of the upgraded NetSIGL operation, it is planned to roll it out nationwide but in phases starting from FY21 in SWEDD and USAID supported regions through FY22. NetSIGL technical committee composed of DCAP/DCAPS, DSIS, DSS, PSM, and partners such as USAID, World Bank and Global Fund, will oversee all the processes throughout the life cycle of the NetSIGL upgrading up to its roll out.

The NetSIGL in its current version is only a logistics data reporting application developed in DHIS2. The new version of NetSIGL is intended to be one Application for Logistics Data Reporting, inventory management, dispensing, ordering management, with a critical inventory level alert system at different levels of the system and able to perform interoperability with other logistics management applications at the central and community level.

The information generated should help decision-making at all levels of the health system from the central to peripheral level.

The purpose of this RFP is to award technical assistance work to provide support to the ministry of health of Burkina Faso to develop a robust electronic logistics management information system (eLMIS) that enhance the current web-based application NetSIGL and facilitate real-time data visibility at the national level and establishing a more responsive ordering process.

II.2. Scope of Work

Based on the above purpose, the subcontractor should complete the following activities in several steps. The subcontractor will work closely with DSIS (MOH IT department) in all the development and implementation activities of the application under PSM lead. PSM and DSIS (MOH IT) will evaluate and approve the deliverables at each step throughout the life cycle of the application development to implementation. PSM will monitor the progress and performance at each step. The scope of work below encompasses the entire of the IQS; scopes for work for task orders under this IQS will be determined on a task order basis.

Step 1 Activities: Preliminary Work

- 1) Develop project charter and business process and review functional requirements of the enhanced system with the NetSIGL technical committee (including national counterparts and PSM), prior to the kickoff meeting for consensus (see annex 1 for functional requirements).
- 2) Conduct a kickoff meeting with the national counterparts (DGAP/DCAPS, DSIS, DSS, DPES) and partners such as USAID, GHSC-PSM, Living Good, Global Funds to have a consensus on the deliverables. During this meeting, the consultant will prepare and present a proposed planning to complete this technical assistance for a consensus.
- 3) Work with DSIS and DGAP/DCAPS to analyze the current version of NetSIGL and its operation at the current pilot sites.

- 4) Organize working sessions with DGAP/DCAPS, CAMEG to determine the list of the products to consider in the revised version of NetSIGL taking into account all the products in CAMEG's system and to understand how the data reporting and commodity ordering processes work in national supply chain.

Step 2 Activities: Application Settings

- 1) Provide technical support to the MOH/DGAP/DCAPS, DSIS, NetSIGL technical committee, PSM and partners in determining the specifications of the equipment/materials required for the implementation of the application. PSM will procure the equipment required for the pilot phase and for the phase 1 of the deployment in the 3 regions supported by USAID. The health facilities in the SWEDD supported regions already have tablets for this application. PSM will work with DSIS (IT department of the MOH) to check and test the equipment delivered to ensure it met the specifications required.
- 2) Work closely with DSIS to develop the following modules in DHIS2: inventory management (taking into account the commodity batch number), dispensing, ordering, dashboard indicating commodity stock status at all levels of the Supply chain, Geographical Information System (GIS), data analysis and visualization, products invoicing.
- 3) Define with DCAPS, and develop logistics indicators to consider in the application and data validation rules.
- 4) Configure SMS gateway, and create SMS and email notifications on critical stock status.
- 5) Develop interoperability of the application with CAMEG stock management software SAGE 1000.
- 6) Develop interoperability with ENDOS (Health Information System) already developed in DHIS2 and in use nationwide for health statistics data reporting for data triangulation.
- 7) Conduct User Acceptance testing of the application with NetSIGL technical coordination committee including potential users from all level of the supply chain to provide a chance to the users to conduct a detailed testing of the application to see if it met the features requirement.
- 8) Outline Help desk operation process to ensure immediate support to user to resolve issues, change and requests and system maintenance during the operation.
- 9) Change Management to communication with end users in advance regarding the potential change of business operation and operating procedures when the system rollout

Most of the activities under this phase should be completed in workshops with a small technical working group (NetSIGL Technical Committee) composed of agents from DGAP/DCAPS, CAMEG, DSIS, DSS and PSM to ensure skills transfer in the application settings and to monitor the progress throughout the life-cycle of the upgraded NetSIGL.

Step 3 Activities: Application Pilot in Two Districts

- 1) Configure and install the application including data migration on the tablets for the pilot health facilities (50 health facilities including district hospitals). The application will be also configured at the regional and central level for monitoring and access to real-data visibility for decision making.... This activity will be completed in collaboration with DSIS (IT department of the MOH).
- 2) Develop the application's user guide and training materials. PSM and MoH IT to review the accuracy and quality for acceptance.
- 3) Train the supply chain managers in the pilot sites on the use of the application with training of trainers (TOT) for central, regional and district pharmacist and data managers

- 4) Conduct supervision visits together with the MOH technical group (DGAP/DCAPS, DSIS) and PSM regularly to the pilot sites to identify challenges and find corrective actions. Finding from this pilot phase would help to adjust the roll out strategy.
- 5) Conduct post-implementation operation evaluation together with a technical group at the national level, including PSM, of the pilot phase.
- 6) Define and implement the help desk operation to provide user support and system maintenance. The Help Desk operation procedure shall include issue tracking tool and change request management Review the application under PSM responsibility, considering the findings and recommendations from the pilot phase.
- 7) Update the user guide and training materials.
- 8) Support national counterparts (DGAP/DCAPS, DSIS) under PSM responsibility, technical strategic plan for the roll out of the application starting.

Step 4 Activities: Roll Out in Phases

- 1) **Phase 1:** deploy the application to all the health facilities, district and regional levels in the Zone supported by SWEDD project and all the health facilities and districts/regional levels in the regions supported by USAID (this phase will start in September 2021 and continue to April 2022).
- 2) **Phase 2:** deploy the application to all the health facilities, district, and regional levels in the remaining 6 regions (this phase will start in May 2022 and continue through FY22 up to FY23).
- 3) Provide technical support to the national teams (DSIS) for the configuration of the application at the health facilities and at all levels for the training sessions and deployment.
- 4) Provide technical support to the national teams to train the potential users of the application at all levels of the supply chain.
- 5) Set up system to ensure immediate support is provided to the users in case they face any issues.
- 6) Provide once a year application maintenance service during and after the roll out.

II.3. Period and Place of Performance

The anticipated period of performance for the IQS is effective from the date of subcontract award through April 30th, 2022. The primary place of performance will be Burkina Faso.

II.4. Staffing

The offeror shall propose one or more technical experts that are available to work on a long-term or recurring basis on one or more STOs issued under the IQS. The technical expert(s) should have expertise in DHIS2 application development and implementation, familiarity with the Burkina Faso health system, experience in development of interoperability with other databases, experience in development of offline applications and fluent in French.

II.5. Expected Deliverables

This is an indefinite quantity type subcontract with STOs issued hereunder priced on a firm fixed price basis. The deliverables will be determined on a task order basis.

II.6. Deliverables Schedule

The deliverables schedule will be derived from the high-level scope of work detailed in Section II.2, but determined on a TO basis.

Section III Indefinite Quantity Subcontract (Terms and Clauses)

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 Supply Chain Project (GHSC-PSM) in
Burkina Faso**

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

Subcontract number: GHSC-PSM-BFA-ELMIS-1

Start Date: February 4th, 2021

End Date: April 30th, 2022

IQS ceiling (maximum aggregate value of all sub-task orders awarded): \$440,000

ISSUED BY:

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

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

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

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

For
Chemonics International Inc.

For
{Subcontractor's name}

By:

By:

Rebecca Logan
Senior Vice President
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

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

The availability of health products plays an important role in Burkina Faso's national healthcare provision system. This availability requires an effective data management system with a real-time access. Since 2016, the Ministry of Health, through the Health Products Supply Chain Management Directorate (DCAPS), has taken the option of improving its Logistics Management Information System (LMIS). Indeed, one of the weaknesses highlighted at the LMIS, is the difficulty in transmitting data through the different levels of the health system. In addition, paper reporting with several tools represents high workload that increases the risk of error leading to the demotivation of staff.

To improve the reporting, processing and logistics data analysis, the Ministry of Health, with financial support from International NGO “Expertise France” and technical support from GHSC-PSM, harmonized the reporting template for priority health programs. Standards Operations Procedures manual (SOPs) has been developed to support the implementation of the integrated logistics management information with a harmonized reporting tools on paper for priority health programs (malaria, HIV, TB, RH/FP, Nutrition, essential medicines)

Later in 2019 , the pharmacy department (DCAPS) through the IT department of the ministry of health (DSIS) developed electronic platform on DHIS2 for health facility logistics data reporting (NetSIGL) with funding from World Bank under the SWEDD program (Women's Empowerment and Demographic Dividend in the Sahel region).

The NetSIGL application, which is currently being piloted in eight health districts: Banfora, Mangodara, N'Dorola, Dandé, Seguenega, Titao, Sebba and Gorom-gorom (262 primary health facilities) since December 2019, has attracted the attention of other partners such as USAID, the Global Fund and other partners involved in the health commodity supply chain. Only, the reporting module for all the priority health programs commodities, including malaria, HIV/TB, Reproductive Health/Family Planning/Maternal Neonatal and Child Health, Nutrition and Essential Medicines, is customized in the current NetSIGL used in SWEDD supported regions.

In order to make it a full package of eLMIS, the ministry of health with partners’ support has decided to add modules such as stock management, dispensation and financial management, the integration of laboratory products, Geographical Information System (GIS), development of dashboard to alert on stock status for decision making, and to consider taking into account in the future, the community level in the implementation of the process, and the interoperability with Health Information System (ENDOS) and other health product management software at the central level such as SAGE 1000 at CAMEG.

Living Goods is currently working on electronic application for community level. The interoperability of new version of NetSIGL with the Living Good application should be considered during the development.

The upgraded NetSIGL will be piloted in 2 districts covering around 50 health facilities (one district in the zone covered by SWEDD project and piloting the current version of NetSIGL and one district in the regions supported by USAID). The district stores and district hospitals will be included in this pilot. The pilot will be supported by USAID through GHSC-PSM during the FY21. The districts will be selected in collaboration with DGAP/DCAPS and DSIS.

Following the pilot phase and after the evaluation of the upgraded NetSIGL operation, it is planned to roll it out nationwide but in phases starting from FY21 in SWEDD and USAID supported regions through FY22. NetSIGL technical committee composed of DCAP/DCAPS, DSIS, DSS, PSM, and partners such as USAID, World Bank and Global Fund, will oversee all the processes throughout the life cycle of the NetSIGL upgrading up to its roll out.

The NetSIGL in its current version is only a logistics data reporting application developed in DHIS2. The new version of NetSIGL is intended to be one Application for Logistics Data Reporting, inventory management, dispensing, ordering management, with a critical inventory level alert system at different levels of the system and able to perform interoperability with other logistics management applications at the central and community level.

The information generated should help decision-making at all levels of the health system from the central to peripheral level.

The purpose of this RFP is to award technical assistance work to provide support to the ministry of health of Burkina Faso to develop a robust electronic logistics management information system (eLMIS) that enhance the current web-based application NetSIGL and facilitate real-time data visibility at the national level and establishing a more responsive ordering process.

A.2. SCOPE OF WORK

Based on the above purpose, the subcontractor should complete the following activities in several steps. The subcontractor will work closely with DSIS (MOH IT department) in all the development and implementation activities of the application under PSM lead. PSM and DSIS (MOH IT) will evaluate and approve the deliverables at each step throughout the life cycle of the application development to implementation. PSM will monitor the progress and performance at each step.

A.2.1 Expected Result#1/Areas of responsibility: Preliminary Work

- 1) Develop project charter and business process and review functional requirements of the enhanced system with the NetSIGL technical committee (including national counterparts and PSM), prior to the kickoff meeting for consensus (see annex 1 for functional requirements).
- 2) Conduct a kickoff meeting with the national counterparts (DGAP/DCAPS, DSIS, DSS, DPES) and partners such as USAID, GHSC-PSM, Living Good, Global Funds to have a consensus on the deliverables. During this meeting, the consultant will prepare and present a proposed planning to complete this technical assistance for a consensus.
- 3) Work with DSIS and DGAP/DCAPS to analyze the current version of NetSIGL and its operation at the current pilot sites.
- 4) Organize working sessions with DGAP/DCAPS, CAMEG to determine the list of the products to

consider in the revised version of NetSIGL taking into account all the products in CAMEG's system and to understand how the data reporting and commodity ordering processes work in national supply chain.

A.2.2. Expected Result#2 /Areas of responsibility: Application Settings

- 1) Provide technical support to the MOH/DGAP/DCAPS, DSIS, NetSIGL technical committee, PSM and partners in determining the specifications of the equipment/materials required for the implementation of the application. PSM will procure the equipment required for the pilot phase and for the phase 1 of the deployment in the 3 regions supported by USAID. The health facilities in the SWEDD supported regions already have tablets for this application. PSM will work with DSIS (IT department of the MOH) to check and test the equipment delivered to ensure it met the specifications required.
- 2) Work closely with DSIS to develop the following modules in DHIS2: inventory management (taking into account the commodity batch number), dispensing, ordering, dashboard indicating commodity stock status at all levels of the Supply chain, Geographical Information System (GIS), data analysis and visualization, products invoicing.
- 3) Define with DCAPS, and develop logistics indicators to consider in the application and data validation rules.
- 4) Configure SMS gateway, and create SMS and email notifications on critical stock status.
- 5) Develop interoperability of the application with CAMEG stock management software SAGE 1000.
- 6) Develop interoperability with ENDOS (Health Information System) already developed in DHIS2 and in use nationwide for health statistics data reporting for data triangulation.
- 7) Conduct User Acceptance testing of the application with NetSIGL technical coordination committee including potential users from all level of the supply chain to provide a chance to the users to conduct a detailed testing of the application to see if it met the features requirement.
- 8) Outline Help desk operation process to ensure immediate support to user to resolve issues, change and requests and system maintenance during the operation.
- 9) Change Management to communication with end users in advance regarding the potential change of business operation and operating procedures when the system rollout

Most of the activities under this phase should be completed in workshops with a small technical working group (NetSIGL Technical Committee) composed of agents from DGAP/DCAPS, CAMEG, DSIS, DSS and PSM to ensure skills transfer in the application settings and to monitor the progress throughout the life-cycle of the upgraded NetSIGL.

A.2.3. Expected Result#3 /Areas of responsibility: Application Pilot in Two Districts

- 1) Configure and install the application including data migration on the tablets for the pilot health facilities (50 health facilities including district hospitals). The application will be also configured at the regional and central level for monitoring and access to real-data visibility for decision making.... This activity will be completed in collaboration with DSIS (IT department of the MOH).
- 2) Develop the application's user guide and training materials. PSM and MoH IT to review the

accuracy and quality for acceptance.

- 3) Train the supply chain managers in the pilot sites on the use of the application with training of trainers (TOT) for central, regional and district pharmacist and data managers
- 4) Conduct supervision visits together with the MOH technical group (DGAP/DCAPS, DSIS) and PSM regularly to the pilot sites to identify challenges and find corrective actions. Finding from this pilot phase would help to adjust the roll out strategy.
- 5) Conduct post-implementation operation evaluation together with a technical group at the national level, including PSM, of the pilot phase.
- 6) Define and implement the help desk operation to provide user support and system maintenance. The Help Desk operation procedure shall include issue tracking tool and change request management Review the application under PSM responsibility, considering the findings and recommendations from the pilot phase.
- 7) Update the user guide and training materials.
- 8) Support national counterparts (DGAP/DCAPS, DSIS) under PSM responsibility, technical strategic plan for the roll out of the application starting.

A.2.4. Expected Result#4 /Areas of responsibility: Roll Out in Phases

- 1) **Phase 1:** deploy the application to all the health facilities, district and regional levels in the Zone supported by SWEDD project and all the health facilities and districts/regional levels in the regions supported by USAID (this phase will start in September 2021 and continue to April 2022).
- 2) **Phase 2:** deploy the application to all the health facilities, district, and regional levels in the remaining 6 regions (this phase will start in May 2022 and continue through FY22 up to FY23).
- 3) Provide technical support to the national teams (DSIS) for the configuration of the application at the health facilities and at all levels for the training sessions and deployment.
- 4) Provide technical support to the national teams to train the potential users of the application at all levels of the supply chain.
- 5) Set up system to ensure immediate support is provided to the users in case they face any issues.
- 6) Provide once a year application maintenance service during and after the roll out.

A.2.5. MANAGEMENT STRUCTURE

Activities implemented by (selected subcontractor's name) shall be completed under the supervision of a project manager and by software developers with the necessary skills and expertise required to complete the objective and deliverables of any sub-task order(s). The section below outlines the minimal roles and qualifications for key labor categories that may be required in response for requests sub-task order proposals as may be issued by Chemonics. (Selected subcontractor's name) may provide additional resources to meet the development needs as agreed upon by the GHSC-PSM technical representative and in any sub-task order issued hereunder.

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.

B.2 SUB-TASK ORDER PRICES

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

Proposals for each RFTOP hereunder will be negotiated based on a written proposal from the Subcontractor, which shall contain (at a minimum) the following information:

- Proposed fixed cost for services based on scope of work, including detailed budget notes.

B.3 OBLIGATED AMOUNT AND MAXIMUM CONTRACT CEILING

a) Minimum Obligated Amount. The basic contract includes an initial obligation of \$500 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 **\$440,000**. 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 Senior Vice President or his/her 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 Senior Vice President or his/her designee. 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 Senior Vice President or his/her designee will draft Request for Sub-Task Order Proposal (RFTOP) containing a scope of work and expected deliverables. Using the RFTOP and the prices established in B.3 both parties will

negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.

C.4. PERFORMANCE OF SUB-TASK ORDERS

- a) Upon award of a fixed price sub-task order, the Subcontractor shall commence the work.
- b) After a fixed price sub-task order is issued, neither Chemonics nor the Subcontractor may alter it without a formal bilateral modification to the sub-task order.
- c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the sub-task order fixed price.
- d) The Subcontractor is not authorized to delegate or assign (subcontract) full or partial performance of a sub-task order to another organization without the express consent of Chemonics contracts department.

C.5. ORDERING LIMITATIONS

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

C.6. CHANGES, TERMINATION AND STOP WORK

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

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

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

SECTION D. REPORTING AND TECHNICAL DIRECTION

- (a) Only Chemonics' Senior Vice President has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.
- (b) The Subcontractor shall render the services and produce the deliverables stipulated in each sub - task order, under the general technical direction of the Parfait Edah, Country Director, or his/her designee as indicated in each task order. The Country Director, or his/her designee will be responsible for monitoring the Subcontractor's performance under this subcontract and may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The Country Director, or his/her

designee, unless otherwise specified in a sub-task order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to Parfait Edah, Country Director, or other authorized project staff member.

SECTION E. PERIOD OF PERFORMANCE

The effective date of this subcontract is **February 4th, 2021** and the completion date is **April 30th, 2022**. The Subcontractor shall deliver the deliverables set forth in each sub-task order to **Parfait Edah** 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 G. BRANDING POLICY AND REPORTING REQUIREMENTS

Upon the GHSC-PSM representative's, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of Parfait Edah, Country Director, and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in U.S. 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 (choose either US dollars or specify a local currency if this is a local subcontract), paid to the account specified above.

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

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

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

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

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

(c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

SECTION I. INTELLECTUAL PROPERTY RIGHTS

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

shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

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

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

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

SECTION J. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

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

SECTION K. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.
3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements."

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

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

SECTION U. COMPLIANCE WITH U.S. EXPORT LAWS

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

SECTION X. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS

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

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

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

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

(a) Public Availability of Information.

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

(b) Subcontractor's Responsibility to Report Identifying Data.

Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6. If the Subcontractor maintains a record in the System for Award Management (<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 I.6 within 7 days of each anniversary of the subcontract award date.

(c) Impracticality of Registration.

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

(d) Remedy.

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

SECTION Z. SECURITY

(a) Operating Conditions – Assumption of the Risk

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

(b) Access to Chemonics’ Facilities – Security Requirements

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

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property and project assets. Such coordination shall include providing information concerning Subcontractor’s security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract (“Security Threats”). Security Threats must be reported to Chemonics Chief of Party or his/her designee.

The Subcontractor shall promptly report as “Security Incidents” any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

SECTION AA. 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. PRIVACY SHIELD

For purposes of compliance with the EU-US Privacy Shield Framework (“Privacy Shield”), the Subcontractor agrees that it shall maintain the implementation of a data protection program which conforms to the same level of protection as is required by the Privacy Shield. To this end the Subcontractor shall:

1. Devise appropriate systems and procedures to ensure that its processing of the Personal Information is protected against unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; and does not place Chemonics in breach of any of the privacy laws, which may include, without limitation, The Fair Credit Reporting Act, The Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the EU Directive 95/46/EC, the Regulation (EU) 2016/679, and EU Directive 2002/58/EC (collectively: “Privacy Laws”);
2. Promptly refer to Chemonics any requests, notices or other communication from data subjects, the national data protection authority established in the jurisdiction of Chemonics, or any other law enforcement authority, for such Chemonics to resolve;
3. Provide such information to Chemonics and take such action as Chemonics may reasonably require, and within the timeframes reasonably specified by Chemonics, to allow Chemonics to:
 - a) Comply with the rights of data subjects in relation to the Personal Information, as required by law, including (where applicable) subject-access rights and rights of rectification, or with notices served by a national data protection authority; and gain access to information enabling Chemonics to supervise the processing of the Personal Information by the Subcontractor;
 - b) Take all reasonable steps to ensure the reliability of any the Subcontractor employees, or other personnel, who have access to the Personal Information; and
 - c) Respond to any investigation, inquiry, notice, or similar action by a regulator with proper jurisdiction over the processing of Personal Information undertaken by the Subcontractor.
4. Not transfer any Personal Information from the EU to any country outside of the EU (nor to any subcontractor located outside of the EU) without (i) putting in place appropriate legal safeguards for the protection of such Personal Information, (ii) if required by applicable law, entering into a data transfer and/or processing agreement with each Chemonics affiliate, consistent with the requirements of applicable Law, and (iii) obtaining the prior written consent of Chemonics; and
5. Only collect, use, disclose, or otherwise process Personal Information upon instruction of Chemonics.

SECTION CC. MISCELLANEOUS

- (a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.

- (c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Subcontract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Subcontract are for convenience only and shall not affect the meaning or interpretation of this Subcontract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Subcontract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Subcontract, including but not limited to any rule of law to the effect that any provision of this Subcontract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION DD. INSURANCE REQUIREMENTS

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all Its operations, insurance in accordance with the clause listed below.

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

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (JULY 2014) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to

this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04]

As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

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

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

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

(b)(4) USAID's DBA insurance carrier.

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Solutions. Address is: AON, 1990 N. California Blvd., Suite 560, Walnut Creek, CA 94596 Point of contact is: Fred Robinson, 925-951-1856, E-mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) 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 overseas.

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

EE.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.

EE.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.

EE.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.

EE.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.

EE.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 |
|----------------------|---|--------------|---|
| <u>52.202-1</u> | DEFINITIONS | NOV 2013 | All subcontracts regardless of value |
| <u>52.203-3</u> | GRATUITIES | APR 1984 | All subcontracts regardless of value (Note 4 applies) |
| <u>52.203-5</u> | COVENANT AGAINST CONTINGENT FEES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| <u>52.203-6</u> | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 | Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies) |
| <u>52.203-7</u> | ANTI-KICKBACK PROCEDURES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| <u>52.203-8</u> | 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) |
| <u>52.203-10</u> | 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) |
| <u>52.203-11</u> | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | All subcontracts equal to or greater than \$150,000 (Note 2 applies) |
| <u>52.203-12</u> | LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 | All subcontracts equal to or greater than \$150,000 (Note 2 applies) |
| <u>52.203-13</u> | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | OCT 2015 | All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|--|----------|--|
| | | | clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer. |
| <u>52.203-14</u> | DISPLAY OF HOTLINE POSTER(S) | OCT 2015 | All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies) |
| <u>52.203-17</u> | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 | All Subcontracts equal to or greater than the simplified acquisition threshold |
| <u>52.204-06</u> | Unique Entity Identifier | OCT 2016 | All Subcontracts equal to or greater than \$30,000 |
| <u>52.204-10</u> | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.) | OCT 2018 | If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public. |
| <u>52.204-23</u> | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 | Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee." |
| <u>52.204-25</u> | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | AUG 2020 | All subcontracts regardless of value (Note 1 applies) |
| <u>52.209-2</u> | 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 | AUG 2013 | All Subcontracts > \$35,000. (Note 2 applies) |
| <u>52.209-10</u> | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | DEC 2014 | All subcontracts regardless of value (Note 1 applies) |
| <u>52.215-2</u> | AUDITS AND RECORDS - NEGOTIATION | OCT 2010 | All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.) |
| <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 "Chemomics" 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. | AUG 2011 | 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 | OCT 2010 | 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 | OCT 2010 | Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403. |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|--|----------|---|
| <u>52.215-14</u> | INTEGRITY OF UNIT PRICES | OCT 2010 | 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 and 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 and 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. | OCT 2010 | (Note 2 applies.) |
| <u>52.215-21</u> | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS | OCT 2010 | (Note 2 applies) |
| <u>52.215-23</u> | LIMITATION ON PASS-THROUGH CHARGES | OCT 2009 | 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 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 |

| Clause Number | Title | Date* | Notes and Applicability |
|----------------------------------|---|----------|---|
| | | | 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 | OCT 1995 | 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 <i>the period of time within which Chemonics may exercise the option.</i> (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.) |
| <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.) | aug 2018 | Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small 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 | SEP 2010 | Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|---|----------|---|
| | | | by employees recruited outside the United States. |
| <u>52.222-36</u> | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | JUL 2014 | Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.) |
| <u>52.222-37</u> | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 | Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States |
| <u>52.222-40</u> | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 | Applies to Subcontracts 000above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; |
| <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) | JAN 2019 | Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.) |
| <u>52.222-54</u> | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT 2015 | Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. |
| <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 | AUG 2011 | Applies to all subcontracts regardless of value. |
| <u>52.225-1</u> | BUY AMERICAN ACT -- SUPPLIES | MAY 2014 | Applies if the Statement of Work contains other than domestic components. (Note 2 applies.) |
| <u>52.225-13</u> | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 | 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 | DEC 2007 | Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.) |
| <u>52.227-2</u> | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 | Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.) |
| <u>52.227-9</u> | REFUND OF ROYALTIES | APR 1984 | Applies if this Subcontract includes royalties |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|---|----------|---|
| <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 | OCT 2015 | Applies only when referenced in this Subcontract that full CAS coverage applies. "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 | OCT 2015 | 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 | MAY 2012 | 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 | AUG 2016 | "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 | DEC 2013 | Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.) |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|---|----------|--|
| <u>52.233-3</u> | <p>PROTEST AFTER AWARD</p> <p>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.</p> | 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> | <p>INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.</p> <p>WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS</p> | 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 | MAY 2014 | Applies to all subcontracts > \$700,000, 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. |
| <u>52.242-13</u> | BANKRUPTCY | JUL 1995 | Notes 1 and 2 apply. |
| <u>52.242-15</u> | <p>STOP-WORK ORDER</p> <p>Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.</p> | 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 2019 | Applies to Subcontracts for commercial items only. |
| <u>52.245-1</u> | GOVERNMENT PROPERTY (APR 2012) (ALT I) | JAN 2017 | "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. |

| Clause Number | Title | Date* | Notes and Applicability |
|------------------|---|----------|---|
| <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 | MAY 2001 | Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).) |
| <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 | FEB 2006 | 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. |
| <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 |

| Clause Number | Title | Date* | Notes and Applicability |
|---------------|---|-----------|--|
| 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) |
| 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) |

| Clause Number | Title | Date* | Notes and Applicability |
|---------------|--|--------------------------------------|---|
| 752.7009 | MARKING | JAN 1993 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 | Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies) |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 | Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies) |
| 752.7012 | PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT | AUG 1995 | Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies) |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | JUN 2018 | Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee." |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 | Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies) |
| 752.7025 | APPROVALS | APR 1984 | Applies to all Subcontracts. (Note 5 applies) |
| 752.7027 | PERSONNEL | DEC 1990 | Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies) |
| 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) |

| Clause Number | Title | Date* | Notes and Applicability |
|---------------|--|-------------|--|
| 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 FF. TASK ORDER TEMPLATE

| | |
|---|---|
| 1. Issued by: | 2. Issued to: |
| Chemonics International Inc. (Insert Chemonics' address) (Insert City, State Zip code) | (Name and address of Subcontractor) |
| 3. Subcontract Number: | |
| 4. Sub-Task Order Number: | |
| 5. Prime Contract and Task Order Number: | |
| 6. Contents | |
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| <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: (Insert name of Sr. Vice President, Contracts, or insert BU SVP if the value of the sub-TO is ≤ \$500K) Title: Senior Vice President |
| (Insert name of subcontractor) | Chemonics International Inc. |
| By (signature) | By (signature) |
| Date: | Date: |

A.1 TITLE

(Insert the title of the project/task order)

A.2 BACKGROUND

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

A.3 OBJECTIVE

(Insert specific objectives for THIS sub-task order)

A.4 STATEMENT OF WORK

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

A.5 DELIVERABLES AND DELIVERABLES SCHEDULE

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

Deliverable No. 1: (Deliverable Name)

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

Deliverable No. 2: (Deliverable Name)

(Complete description of deliverable No. 2. Focus on the end state, result, report, or product the Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This description must be complete. Chemonics cannot withhold payment based upon a requirement that is not specified here.)

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 (specify name and title -- usually COP or other project technical leader), or his/her designee. The (specify name and title -- usually COP or Program Manager), or his/her designee will be responsible for monitoring the Subcontractor's performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price sub-task order.

A.7 TERM OF PERFORMANCE

- a) The period of performance for this sub-task order is from (insert start date) to (insert end date). The Subcontractor shall deliver the deliverables set forth in Section A.5 in accordance with the Statement of Work in Section A.4 to the (designate receiving person) in accordance with the schedule stipulated therein.
- b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

A.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.12 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.9(c), below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table:

| Installment Number and Amount | Corresponding Deliverable Number(s) and Name(s)* |
|--------------------------------------|---|
| 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 (insert project name) 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 (choose either US dollars or specify a local currency if this is a local subcontract) , 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 Insurance Requirements

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

A.11 Insert IQC/task order specific regulation (e.g., KEY PERSONNEL)

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

The information in this section is required under FAR 52.204-10 “Reporting Executive Compensation and First-Tier Subcontract Awards” to be reported by prime contractors receiving federal contracts through the

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). **As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more, unless exempted from reporting by a positive response to Section A.**

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

Yes No

B. If **"No"**, please provide the below information and answer the remaining questions.

(i) **Subcontractor DUNS Number:**

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

Yes No

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

Yes No

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

Yes No

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

1. Name: _____
Amount: _____

2. Name: _____
Amount: _____

3. Name: _____
Amount: _____

4. Name: _____
Amount: _____

5. Name: _____

Amount: _____

The information provided above is true and accurate as of the date of execution of the referenced Subcontract or Sub-Task Order. Annual certification is required for information provided in paragraph (v) above.

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

(1) *Salary and bonus.*

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

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

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

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

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

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

SECTION GG. REPRESENTATIONS AND CERTIFICATIONS

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

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions of the attached Draft IQS will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

Annex 1 Cover Letter

[Offeror: Insert date]

[Insert name of point of contact for IQS RFP]
[Insert designation of point of contact for IQS RFP]
[Insert project name]
[Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]
[Insert project office address]

Reference: Request for Proposals [Insert IQS RFP name and number]

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

Dear Mr./Mrs. [Insert name of point of contact for IQS RFP]:

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

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

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

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

[Offerors: It is incumbent on each offeror to clearly review the IQS 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 an IQS and Sub-Task Order No. 01 Budget Template

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

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

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

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

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

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

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

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

INCLUDE THE TABLE FOR THE FULLY LOADED DAILY RATES –

Sample Budget

Offerors should revise the budget line items accordingly in response to the technical and cost requirements of this IQS RFP.

a) **Labor**

The offeror shall propose fully burdened fixed daily rates (FDR) for the different labor categories to be utilized for individual task orders. Each labor category must have a senior-level and mid-

level FDR that will apply for the life of the subcontract. The offeror shall use the below table to propose their FDRs:

| Labor categories | Unit Rate | Cost Notes/Labor Category Responsibility |
|-------------------------|------------------|---|
| | | |
| | | |
| | | |
| | | |

b) **Materials/Other Direct Costs (ODCs)- For Sub-Task Orders Only**

When proposing costs for sub-task orders, offerors shall submit costs for other direct costs apart from labor with each individual task order cost proposal. A complete breakdown of identifiable material or other direct costs as required for completion of the associated deliverables under each sub-task order. Any proposed travel or transportation costs shall be consistent with the U.S. Government Federal Travel Regulations and the Department of State Standardized Regulations applicable to the location of authorized travel and place of performance. Chemonics shall negotiate the total fixed price based on the proposal. In cases where costs are variable and outside of the Subcontractor’s control or ability to reasonably budget, Chemonics may authorize a limited reimbursable ceiling amount separate from the firm fixed price.

Sub-Task Order No. 01 Budget Template

Offerors shall prepare a preliminary draft quotation for Sub-Task Order No. 01, the Scope of Work for which is included in Annex 6. The quotation for Sub-Task Order No. 01 must use the fixed daily rates as proposed in the table above, as well as any other direct costs. Below is an illustrative template.

| Labor Categories/Other Direct Costs | Unit Rate | Estimated Quantity | Total Price |
|--|------------------|---------------------------|--------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Annex 3 Required Certifications

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 _____

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 _____

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 _____ Printed Name _____
Title _____ Date _____

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

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

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP 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 number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

Yes No

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

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

Signature: _____

Name: _____

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

Title: _____

Date: _____

KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____ Date: _____

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Subcontractor Size Self-Certification Form

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

Project Name: [enter full name of project]

Primary NAICS Code: [enter the [NAICS](#) code that best describes the work being performed under the subcontract. i.e: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. 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

DUNS Number: [enter the [Data Universal Numbering System \(DUNS\)](#) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]

Contact Person: Name, Title

Contact Phone Number: (555) 555-5555

Type of Entity

If you have difficulty ascertaining the business size status, please refer to SBA's website (www.sba.gov/size) or contact your local SBA office.

Small Business Large Business Nonprofit/Educational Government Non-US

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

| | |
|---|---|
| <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 Number: Insert DUNS 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 number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

Yes No

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

Yes No

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

Yes No

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

1. Name: _____
Amount: _____
2. Name: _____
Amount: _____
3. Name: _____
Amount: _____
4. Name: _____
Amount: _____
5. Name: _____
Amount: _____

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

*“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.

Annex 4 DUNS and SAM Registration Guidance

What is DUNS?

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

Why am I being requested to obtain a DUNS number?

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

Is there a charge for obtaining a DUNS number?

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

How do I obtain a DUNS number?

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

What information will I need to obtain a DUNS number?

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

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number

- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a DUNS number?

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

Are there exemptions to the DUNS number requirement?

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

What is CCR/SAM?

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

When should I register in SAM?

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

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

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

Why should I register in SAM?

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

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

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

Follow the step-by-step guidance for contracts registrations at:
https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

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

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

What data is needed to register in SAM?

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

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

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

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

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

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

Annex 5 Past Performance Template

The following table must be completed and included in the Technical Volume. Include at least 3 projects that best illustrate experience relevant to this RFP or similar activities. Included projects must have been completed within the past 3 years.

| # | Client Name, Address/Location, Telephone Number, Email | Contract or Purchase Order Number | Description of Activities or Work | Date of Work | Cost in (insert currency) |
|---|--|-----------------------------------|-----------------------------------|--------------|---------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

Chemonics reserves the right to contact provided references to verify and, if applicable, request further information. Chemonics reserves the right to obtain past performance information obtained from sources other than those identified by the offeror. Chemonics shall determine the relevance of similar past performance information.

Annex 6 Scope of Work for Task Order No. 01

Based on the above purpose, the subcontractor should complete the following activities. The subcontractor will work closely with DSIS (MOH IT department) in all the development and implementation activities of the application under PSM lead. PSM and DSIS (MOH IT) will evaluate and approve the deliverables at each step throughout the life cycle of the application development to implementation.

| <u>Task Order 1 Activities: Preliminary Work</u> | |
|--|--|
| Task | Deliverable |
| Develop project charter and business process and review functional requirements of the enhanced system with the NetSIGL technical committee (including national counterparts and PSM), prior to the kickoff meeting for consensus. | Electronic copy of project charter |
| Conduct a kickoff meeting with the national counterparts (DGAP/DCAPS, DSIS, DSS, DPES) and partners such as USAID, GHSC-PSM, Living Good, Global Funds to have a consensus on the deliverables. During this meeting, the subcontractor will prepare and present a proposed planning to complete this technical assistance for a consensus. | Electronic copy of project plan |
| Work with DSIS and DGAP/DCAPS to analyze the current version of NetSIGL and its operation at the current pilot sites. | Electronic copy of report detailing the functionality of the current version of NetSIGL at the current pilot sites |
| Organize working sessions with DGAP/DCAPS, CAMEG to determine the list of the products to consider in the revised version of NetSIGL taking into account all the products in CAMEG's system and to understand how the data reporting and commodity ordering processes work in national supply chain. | Electronic copy of the list of products to include in the revised NetSIGL |
| <u>Task Order 1 Activities: Application Settings</u> | |
| Provide technical support to the MOH/DGAP/DCAPS, DSIS, NetSIGL technical committee, PSM and partners in determining the specifications of the equipment/materials required for the implementation of the application. PSM will procure the equipment required for the pilot phase and for the phase 1 of the deployment in the 3 regions supported by USAID. The health facilities in the SWEDD supported regions already have tablets for this application. PSM will work with DSIS (IT department of the MOH) to check and test the equipment delivered to ensure it met the | Specifications for equipment and materials required for the implementation of the revised NetSIGL |

| | |
|--|--|
| specifications required. | |
| Work closely with DSIS to develop the following modules in DHIS2: inventory management (taking into account the commodity batch number), dispensing, ordering, dashboard indicating commodity stock status at all levels of the Supply chain, Geographical Information System (GIS), data analysis and visualization, products invoicing. | Electronic report on developed modules |
| Define with DCAPS, and develop logistics indicators to consider in the application and data validation rules. | List of logistics indicators and data validation rules for consideration in the revised NetSIG |
| Configure SMS gateway, and create SMS and email notifications on critical stock status. | Electronic report on SMS gateway |
| Develop interoperability of the application with CAMEG stock management software SAGE 1000. | Electronic report on the enhanced interoperability of the NetSIGL application |
| Develop interoperability with ENDOS (Health Information System) already developed in DHIS2 and in use nationwide for health statistics data reporting for data triangulation. | Electronic report on the enhanced interoperability of the NetSIGL application |
| Conduct User Acceptance testing of the application with NetSIGL technical coordination committee including potential users from all level of the supply chain to provide a chance to the users to conduct a detailed testing of the application to see if it met the features requirement. | Electronic report on User Acceptance testing results |
| Outline Help desk operation process to ensure immediate support to user to resolve issues, change and requests and system maintenance during the operation. | Electronic copy of Help Desk operation procedures |
| Change Management to communication with end users in advance regarding the potential change of business operation and operating procedures when the system rollout. | Electronic report on change management communications |
| <u>Task Order 1 Activities: Application Pilot in Two Districts</u> | |
| Configure and install the application including data migration on the tablets for the pilot health facilities (50 health facilities including district hospitals). The application will be also configured at the regional and central level for monitoring and access to real-data visibility for decision making. This activity will be completed in collaboration with DSIS (IT department of the MOH). | Electronic report on the configuration and installation of the application and data migration |

| | |
|--|--|
| Develop the application's user guide and training materials. PSM and MoH IT to review the accuracy and quality for acceptance. | Electronic copy of user guide and training materials |
| Train the supply chain managers in the pilot sites on the use of the application with training of trainers (TOT) for central, regional and district pharmacist and data managers. | Electronic report on the trainings, including challenges and best practices |
| Conduct supervision visits together with the MOH technical group (DGAP/DCAPS, DSIS) and PSM regularly to the pilot sites to identify challenges and find corrective actions. Finding from this pilot phase would help to adjust the roll out strategy. | Electronic report on the supervision visits, including challenges and corrective actions |
| Conduct post-implementation operation evaluation together with a technical group at the national level, including PSM, of the pilot phase. | Electronic report on post-implementation evaluation |
| Define and implement the Help Desk operation to provide user support and system maintenance. The Help Desk operation procedure shall include issue tracking tool and change request management review the application under PSM responsibility, considering the findings and recommendations from the pilot phase. | Electronic report on help desk operation procedure and tracking tool |
| Update the user guide and training materials. | Electronic copy of user guide and training materials |
| Support national counterparts (DGAP/DCAPS, DSIS) under PSM responsibility, technical strategic plan for the roll out of the application starting. | Electronic copy of roll-out strategic plan |