February 11, 2020	11 février 2020
Request for Proposals (RFP) # GHSC-TA-TOGO-001 Warehousing and transportation of health commodities in Togo	Appel d'offres (AO) n° GHSC-TA-TOGO-001 Entreposage et transport des produits de santé au Togo
Dear Sir or Madam,	Madame, Monsieur,
Chemonics International Inc. (hereinafter referred to as "Chemonics"), under the Global Health Supply Chain – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO), USAID Contract No. OAA-I-15-00030/AID-OAA-TO-17-00006, is issuing a Request for Proposals (RFP) to identify a qualified, experienced and well-established provider of warehousing and transportation services of non-cold chain health commodities to selected health facilities in Lomé Commune, Maritime and Plateaux regions in Togo. The attached RFP contains all the necessary information for interested Offerors.	Chemonics International Inc. (dénommé ci-après « Chemonics »), dans le cadre du projet Global Health Supply Chain Program – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO), USAID Contract No. AID-OAA-I-15-00030/AID-OAA-TO-17-00006, émet un appel d'offres pour identifier un fournisseur qualifié, expérimenté et bien établi de services pour l'entreposage et le transport des produits de santé ne nécessitant pas la chaine de froid dans quelques formations sanitaires dans les régions de Lomé-Commune, Maritime et Plateaux au Togo. L'AO ci-jointe contient toutes les informations nécessaires pour les offrants intéressés.
The GHSC-TA Francophone TO project is a USAID program implemented by Chemonics International in Togo that provides specialized supply chain expertise to designated francophone countries to improve the efficiency of national supply chains, improve national and regional collaboration with supply chain stakeholders, and improve sustainability of supply chain systems.	Le projet GHSC-TA Francophone TO est un programme de l'USAID mis en œuvre par Chemonics International au Togo qui fournit une expertise spécialisée dans les chaînes d'approvisionnement des pays francophones ciblés pour améliorer l'efficacité des chaînes d'approvisionnement nationales, améliorer la collaboration nationale et régionale avec les parties prenantes et améliorer la durabilité des systèmes de chaîne d'approvisionnement.
Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to ftotogoprocurement@gmail.com according to the instructions in I.6 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be posted to where this RFP was published and emailed directly to all interested offerors who responded to ftotogoprocurement@gmail.com. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.	Chemonics se rend compte que les offrants peuvent avoir des questions supplémentaires après avoir lu cet AO. Les offrants intéressés peuvent soumettre leurs questions à ftotogoprocurement@gmail.com conformément aux instructions du point I.6 de l'AO. Si nécessaire, Chemonics fournira des réponses à toutes les questions pertinentes reçues dans une modification qui sera publiée à l'endroit où cet AO a été publié et envoyée directement par e-mail à tous les offrants intéressés qui ont répondu à ftotogoprocurement@gmail.com. Toute correspondance et / ou demande de renseignements concernant cette demande de soumissions doit faire référence au numéro de l'AO dans la ligne d'objet. Aucun appel téléphonique ni demande de

	renseignements en personne ne seront reçus ; toutes les questions et demandes doivent être écrites.
This RFP does not obligate Chemonics to make an award nor does it commit Chemonics to pay any costs incurred in the preparation and submission of 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. This RFP has been released in English and French; if there is any dispute between the English and French versions, the English shall govern.	Cet AO n'oblige pas Chemonics à exécuter un contrat de sous-traitance et n'engage pas Chemonics à payer les coûts engagés pour la préparation et la soumission des propositions. En outre, Chemonics se réserve le droit de rejeter toute offre, si une telle action est considérée comme étant dans le meilleur intérêt de Chemonics. Cet AO a été publié en anglais et en français ; en cas de différend entre les versions anglaise et française, l'anglais prévaudra.
Sincerely,	Cordialement,
GHSC-TA Francophone TO	GHSC-TA Francophone TO

Request for Proposals (RFP)	APPEL D'OFFRES (AO)
RFP # GHSC-TA-TOGO-001	AO n° GHSC-TA-TOGO-001
For the provision of	Pour la désignation de
Health Commodity Warehousing and Transportation Services in Togo	Services d'Entreposage et de Transport de Produits de Santé au Togo
Contracting Entity: Chemonics International Inc., "Chemonics"	L'entité du donneur d'ordre : Chemonics International Inc., « Chemonics »
Funded by: United States Agency for International Development (USAID)	Financé par : L'Agence des États-Unis pour le développement international (USAID)
Funded under: USAID Global Health Supply Chain Program – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO)	Financé dans le cadre de : USAID Global Health Supply Chain Program – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO)
Prime Contract Number United States Agency for International Development (USAID), Contract No. AID-OAA-I-15-00030; Task Order No. AID-OAA-TO-17-00006	Numéro de contrat principal L'Agence des États-Unis pour le développement international (USAID) n° AID-OAA-I-15-00030; Ordre de tâche n° AID-OAA-TO-17-00006
******* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *******	******* CONDITIONS DU CODE DE DÉONTOLOGIE ET D'ÉTHIQUE *******
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 s'engage à être intègre dans la passation des marchés et ne choisit ses fournisseurs que sur des critères de travail objectifs tels que le prix et le mérite technique. Chemonics attend que les fournisseurs se conforment aux Standards du code de déontologie, disponibles sur 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.	Chemonics ne tolère pas la fraude, la collusion entre les soumissionnaires, les offres falsifiées, la corruption ou les pots-de-vin. Toute entreprise ou individu enfreignant ces standards se verra refuser cette acquisition, l'accès à d'autres opportunités d'acquisition et pourra être signalées à USAID et au Bureau de l'inspecteur général.
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	Les employés et agents de Chemonics n'ont absolument pas le droit de demander ou d'accepter de l'argent, des charges, une commission, un crédit, un don, une indemnisation, un objet de valeur ou une compensation de la part des marchands ou fournisseurs actuels ou potentiels, en échange ou en récompense d'un contrat. Les employés et agents s'adonnant à ces pratiques pourront être évincés du projet et signalés à USAID et au Bureau

and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business. Offerors responding to this RFP must include the following as part of the proposal submission: • Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this. • Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this. • Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition. • Certify that all information in the proposal and all supporting documentation are authentic and accurate. • Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery and kickbacks. Please contact Sameh Saleeb, ssaleeb@chemonics.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.	de l'inspecteur général. Par ailleurs, Chemonics informera USAID et le Bureau de l'inspecteur général de toute offre faite par un agent d'argent, de charge, de commission, de crédit, de don, d'indemnisation, d'objet de valeur ou de compensation pour l'obtention d'un contrat. Les Soumissionnaires répondant au présent AO doivent inclure les éléments suivants dans leur soumission d'offre : • Divulguer toute relation proche, familiale ou financière avec l'équipe de Chemonics ou du projet. Par exemple, si le cousin d'un soumissionnaire se voit employé par le projet, celui-ci doit le déclarer. • Divulguer toute relation familiale ou financière avec les autres soumissionnaires d'offres. Par exemple, si le père d'un soumissionnaire dispose d'une entreprise qui a envoyé une autre candidature, ledit soumissionnaire doit le déclarer. • Les frais dans la candidature ont-ils été ajustés indépendamment sans aucune consultation, communication ou accord avec d'autres soumissionnaires ou concurrents dans l'intention de restreindre le panel de candidats ? • Certifier que toutes les informations contenues dans l'offre et la totalité des documents de ladite offre sont authentiques et véridiques. • Certifier avoir compris et accepter de respecter les conditions d'interdiction de Chemonics en matière de fraude, de corruption et de pots-de-vin. Veuillez contacter Sameh Saleeb, ssaleeb@chemonics.com pour toute question concernant les informations ci-dessus ou pour signaler une infraction potentielle. Les infractions potentielles peuvent être directement signalées à Chemonics à l'adresse BusinessConduct@chemonics.com ou par téléphone/Skype au 888.955.6881.

RFP Table of Contents

Sommaire de l'AO

List of Acronyms

CFR	Code of Federal Regulations
FAR	Federal Acquisition Regulations
Francophone TO	Francophone Task Order
GHSC-TA	USAID Global Health Supply Chain Program–Technical Assistance
IQS	Indefinite Quantity Subcontract
LMD	Last Mile Delivery
NGO	Nongovernmental organization
POD	Proof of Delivery
RFP	Request for Proposals
SOP	Standard Operating Procedures
U.S.	United States
USAID	U.S. Agency for International Development
USAID/WARO	USAID West Africa Regional Office
USG	U.S. Government
VAT	Value Added Tax

Liste d'acronymes

AO	Appels d'offres
CFR	Code des règlements fédéraux
EU	États-Unis
FAR	Règlements fédéraux des acquisitions
Francophone TO	Francophone Task Order (Ordre de tâche)
GHSC-TA	USAID Global Health Supply Chain Program-Technical Assistance
IQS	Sous-contrat de quantité indéterminée
LMD	Transport du dernier kilomètre
ONG	Organisation non gouvernementale
POD	Les preuves de livraisons
SOP	Procédures opérationnelles standard
TVA	Taxe sur la valeur ajoutée
USAID	L'Agence des États-Unis pour le développement international
USAID/WARO	La Mission régionale de l'USAID en Afrique de l'Ouest
USG	Gouvernement des États-Unis

Section I. Instructions to Offerors	Section I. Instructions pour les Soumissionnaires
I.1. Introduction	**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 – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO), under contract number Contract No. AID-OAA-I-15-00030; Task Order No. AID-OAA-TO-17-00006, is soliciting offers from companies and organizations to submit proposals to provide warehousing and transportation services for HIV commodities from Lomé to selected health facilities in Lomé/Commune, Maritime and Plateaux regions in Togo. The detailed list of health facilities is included in annex 5.	Chemonics, l'acheteur, agissant pour le compte de l'Agence des États-Unis pour le développement international (USAID) et l'USAID Global Health Supply Chain – Technical Assistance Francophone Task Order (GHSC-TA Francophone TO), numéro de contrat IDIQ AID-OAA-I-15-00030, numéro de commande AID-OAA-TO-17-00006 sollicite des offres d'entreprises et d'organisations pour soumettre des propositions visant à fournir des services d'entreposage et transport pour les produits de santé (VIH) de Lomé à quelques formations sanitaires dans les régions de Lomé/Commune, Maritime and Plateaux au Togo. La liste détaillée des formations sanitaires est incluse dans l'annexe 5.
The GHSC-TA Francophone TO's goal in Togo is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded health facilities and simultaneously build the capacity of government organizations, agencies, and health care facilities in managing the supply chain for HIV and family planning products. The purpose of this RFP is to solicit proposals for warehousing and distribution of HIV commodities from Lomé to approximately 20 destination facilities in Togo. The subcontractor will be required to provide in-country logistics services including receiving, storing and managing the inventory and transporting and delivering HIV commodities including labor and other loading and off-loading costs.	L'objectif de GHSC-TA Francophone TO au Togo est d'assurer des approvisionnements ininterrompus de produits de santé à l'appui des établissements de santé appuyés par le gouvernement des États-Unis (USG) et de renforcer simultanément la capacité des organisations gouvernementales, des agences et des établissements de santé à gérer la chaîne d'approvisionnement pour produits contre le VIH et la planification familiale. Le but de cet appel d'offres (AO) est de solliciter des propositions pour l'entreposage et la distribution de produits contre le VIH de Lomé en destination d'environ 20 établissements de santé au Togo. Le sous-traitant devra fournir des services logistiques, notamment la réception, le stockage et la gestion de l'inventaire ainsi que le transport et la livraison des produits liés au VIH, y compris la main-d'œuvre et les autres frais de chargement et de déchargement.
Chemonics may issue an award to one or multiple organizations. The award will be in the form of an indefinite delivery/ indefinite quantity (IDIQ) subcontract with fixed unit price sub-task orders (hereinafter referred to as "the subcontract". The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.	Chemonics peut attribuer un contrat à une ou plusieurs organisations. Le contrat prendra la forme d'un ou de plusieurs sous-contrats de quantité indéterminée (IQS) en vertu desquels des sous-contrats. L'offrant retenu devra se conformer aux termes de référence et aux modalités et conditions de l'IQS et du contrat de sous-traitance qui sont incorporés à la section III des présentes.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**. 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.	Les offrants sont invités à soumettre des propositions en réponse au présent AO conformément à la **Section I, Instructions aux offrants**, qui ne fera pas partie du contrat de sous-traitance. Les instructions ont pour but d'aider les offrants intéressés à préparer leur offre. Tout sous-contrat résultant sera guidé par les sections II et III.
This RFP does not obligate Chemonics to execute an agreement, contract, or policy nor does it commit Chemonics to pay any costs incurred in the preparation and submission of any 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.	Cet AO n'oblige pas Chemonics à exécuter un accord ou un contrat ni n'engage Chemonics à payer les frais engagés pour la préparation et la soumission de toute proposition. En outre, Chemonics se réserve le droit de rejeter toutes les offres si une telle action est considérée comme étant dans le meilleur intérêt de Chemonics.
Unless otherwise stated, the periods named in the RFP shall be consecutive calendar days.	À moins d'indication contraire, les périodes mentionnées dans l'AO doivent être des jours civils consécutifs.
I.2. Offer Deadline	**I.2. Date Limite d'offre**
Electronic/emailed offers must be received no later than 5:00pm local time in Lomé on March 13, 2020, at the following address: ftotogoprocurement@gmail.com	Les offres envoyées par e-mail/électronique doivent être reçues au plus tard à 17h00 heure locale de Lomé le 13 mars 2020 à l'adresse suivante : ftotogoprocurement@gmail.com
Faxed offers will not be considered.	Les offres envoyées par télécopieur ne seront pas considérées.
Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.	Les offrants sont responsables de s'assurer que leurs offres sont reçues conformément aux instructions énoncées dans les présentes. Les offres en retard peuvent être considérées à la discrétion de Chemonics. Chemonics ne peut garantir que les offres en retard seront prises en compte.
I.3. Submission of Offers	**I.3. Soumission d'offres**
Proposals must be submitted electronically only.	Les offres doivent être soumises en version électronique seulement.
Instructions for the Submission of Electronic Copies	**Instructions pour la soumission de copies électroniques**
Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.	Des propositions technique et financière séparées doivent être soumises par e-mail au plus tard à l'heure et à la date précisées au point I.2. Les propositions doivent être soumises au point de contact et à l'adresse e-mail fournis en I.2.

The Offeror must submit the proposal electronically with up to three (3) attachments (maximum message size of 100 MB) per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft 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.	L'offrant doit soumettre la proposition par voie électronique avec un maximum de trois (3) pièces jointes (limite de 100 Mo) par courriel compatible avec MS Word, MS Excel, format lisible ou format PDF (Portable Document) dans un environnement Microsoft XP. Les offrants ne doivent pas soumettre de fichiers compressés. Les pages nécessitant des signatures manuelles originales doivent être numérisées et envoyées au format PDF en pièce jointe.
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.	La proposition technique et financière doivent être séparées l'unes de l'autre. Les propositions techniques ne doivent pas faire référence aux données de tarification afin que l'évaluation technique puisse être faite strictement sur la base du mérite technique.
I.4. Requirements	**I.4. Exigences**
To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.	Pour être jugée recevable, une offre doit inclure tous les documents et sections inclus dans I.4.A. et I.4.B.
A. General Requirements	**A. Exigences générales**
Chemonics anticipates issuing one or multiple subcontracts to Togolese or international companies or organizations, provided they are legally registered and recognized under the laws of Togo and in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, or civil society organization.	Chemonics prévoit d'attribuer un ou plusieurs contrat(s) de sous-traitance à des entreprises ou organisations togolaise ou internationale, à condition qu'elles soient légalement enregistrées et reconnues en vertu des lois du Togo et qu'elles se conforment à toutes les réglementations civiles, fiscales et autres applicables. Une telle entreprise ou organisation pourrait inclure une entreprise privée, une organisation à but non lucratif ou une organisation de la société civile.
Companies and organizations that submit proposals in response to this RFP must meet the following requirements: (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Togo upon award of the subcontract. (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or	Les entreprises et les organisations qui soumettent des propositions en réponse à cette AO doivent satisfaire aux exigences suivantes: (i) Les sociétés ou organisations, à but lucratif ou non lucratif, doivent être légalement enregistrées en vertu des lois du Togo lors de l'attribution du contrat de sous-traitance. (ii) Les entreprises opérant en tant que sociétés commerciales ou autres organisations ou entreprises (y compris les organisations à but non lucratif) dans lesquelles des gouvernements étrangers ou leurs agents ou agences ont une

agencies have a controlling interest are not eligible as suppliers of commodities and services. (iii) Companies or organizations must have a local presence in Togo at the time the subcontract is signed. (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.[1]	participation majoritaire ne sont pas éligibles en tant que fournisseurs de produits et services. (iii) Les entreprises ou organisations doivent avoir une présence locale au Togo au moment de la signature du contrat de sous-traitance. (iv) Les entreprises ou organisations, à but lucratif ou non lucratif, doivent fournir un numéro DUNS si elles sont sélectionnées pour recevoir une sous-subvention évaluée à 30 000 USD ou plus, sauf si elles sont exemptées conformément aux informations certifiées dans le formulaire de preuve de responsabilité inclus dans les certifications requises à l'annexe 3.
B. Required Proposal Documents	**B. Documents de proposition requis**
1. Cover Letter	**1. Lettre d'accompagnement**
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.	La lettre de présentation de l'offrant doit inclure les informations suivantes: i. Nom de la société ou de l'organisation ii. Type d'entreprise ou d'organisation iii. Adresse iv. Téléphone v. Fax vi. E-mail vii. Noms complets des membres du conseil d'administration et du représentant légal (selon le cas) viii. Numéro d'identification fiscale ix. Numéro DUNS x. Informations sur le compte bancaire officiel xi. Autres documents requis qui doivent être inclus en pièces jointes à la lettre d'accompagnement : a) Une copie de l'inscription ou de l'incorporation dans le registre public ou un document équivalent du bureau du gouvernement où l'offrant est inscrit. b) Une copie de l'enregistrement de l'impôt sur les sociétés ou un document équivalent.

[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.

(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".	c) Copie de la licence commerciale, ou document équivalent. d) Preuve de déclaration de responsabilité, par laquelle l'offrant certifie qu'il dispose de ressources financières, techniques et de gestion suffisantes pour mener à bien l'activité décrite dans les termes de référence, ou la capacité d'obtenir de telles ressources. Cette déclaration est requise par le Federal Acquisition Regulations en 9.104-1. Un modèle est fourni à l'Annexe 3 "Certifications requises".
At its discretion, Chemonics may request other documents from an offeror to validate elements of the offeror's proposal or to support the offeror's claim of meeting the requirements set forth under Section I.4.A above.	À sa discrétion, Chemonics peut demander d'autres documents à un soumissionnaire pour valider des éléments de la proposition de l'offrant ou pour appuyer la prétention de l'offrant à respecter les exigences énoncées à la section I.4.A ci-dessus.
A sample cover letter is provided in Annex 1 of this RFP.	Un exemple de lettre d'accompagnement est fourni à l'annexe 1 du présent AO.
1. Technical Proposal	**1. Proposition Technique**
Offerors must prepare and submit a technical proposal. The technical proposal shall comprise the following two parts:	Les offrants doivent préparer et soumettre une proposition technique. La proposition technique comprend les deux parties suivantes :
Part 1: Technical Approach. This part shall be between 5 and 15 pages long but may not exceed 15 pages.	**Partie 1: Approche technique.** Cette partie doit comporter entre 5 et 15 pages, mais ne doit pas dépasser 15 pages.
This part must include a detailed description of the Offeror's experience and services including information on the following: - Staffing structure - transhipment warehousing services, which entails receiving products in bulk from multiple suppliers, storing them for a period of time and then breaking them down into suitably sized stock-keeping units (SKUs) for onward delivery to health facilities in Lomé/Commune, Maritime and Plateaux regions in Togo.	Cette partie doit comprendre une description détaillée de l'expérience et des services de l'offrant, y compris des informations sur les éléments suivants: - La structure du personnel - Les services d'entreposage en transbordement, ce qui implique de recevoir des produits en gros de plusieurs fournisseurs, de les stocker pendant une certaine période, puis de les décomposer en unités de stockage (SKU) de taille appropriée pour une livraison ultérieure aux établissements de santé des régions de Lomé / Commune, Maritime et Plateaux.

- storage facility(ies) that meet the requirements outlined in Section II, including details on their condition, age, layout, etc., the security procedures in-place, and the space available in the warehouse (footage /tonnage, etc.)	- le(s) local(aux) d'entreposage qui répondent aux exigences décrites à la section II, y compris des détails sur leur état, leur âge, la disposition, etc., les procédures de sécurité en place et l'espace disponible dans l'entrepôt (superficie / volume, etc.)
- insurance for the commodities. Note that the subcontractor will be legally and financially responsible for the commodities during storage and transportation and is required to provide insurance against all loss or damage to products as specified in Section II.	- assurance marchandises. Notez que le sous-traitant sera légalement et financièrement responsable des produits pendant le stockage et le transport et qu'il est tenu de disposer d'une assurance contre toute perte ou dommage des produits, comme indiqué à la section II.
- storekeeping practices and standard operating procedures that comply with Togolese Ministry of Health and WHO (see Annex 6). The offeror must submit these standard operating procedures (SOPs) as part of their proposal.	- des pratiques de stockage et des procédures opérationnelles standard conformes aux bonnes pratiques de distribution et de stockage des produits pharmaceutiques du ministère togolais de la santé et de l'OMS (voir annexe 6). L'offrant doit soumettre ces procédures opérationnelles standardisées (SOPs) dans le cadre de sa proposition.
- inventory control systems (with barcoding, radio frequency identification and wireless tracking technology) and automated warehouse technologies to manage commodities, and how effective those systems are in minimizing stock discrepancies and waste, as well as any quality management systems in-place to address these issues. Basic features should include (i) reorder point, (ii) asset tracking, (iii) service management, (iv) product identification and (v) inventory optimization.	- les systèmes de contrôle des stocks (avec codes à barres, identification par radiofréquence et technologie de traçabilité sans fil) et les technologies d'entreposage automatisé pour gérer les produits, et décrire l'efficacité de ces systèmes pour réduire au minimum les écarts de stocks et les pertes, ainsi que tout système de gestion de la qualité mis en place pour traiter ces questions. Les fonctionnalités de base devraient comprendre (i) le point de commande, (ii) le suivi des produits, (iii) la gestion des services, (iv) l'identification des produits et (v) l'optimisation des stocks.
- in-transit tracking and written proof of delivery (POD) with real-time/daily updates. Preference will be given to offerors who can provide electronic POD.	- la traçabilité pendant le transit et la preuve de livraison (POD) écrite avec des mises à jour quotidiennes/en temps réel. La préférence sera accordée aux offrants qui peuvent fournir une POD électronique.
- use of logistics data visualizations to improve services, including experience and past performance	- l'utilisation de visualisations de données logistiques pour améliorer les services, y compris l'expérience et les performances passées
- Total number, variety and adequacy of vehicles in offeror's fleet with varied	- le nombre total, la variété et l'adéquation des véhicules dans la flotte de l'offrant avec des

sized enclosed trucks and/or cargo vans that meet the specifications included in Section II.2 of the RFP to transport pharmaceuticals, non-drug consumables, and other health commodities. If offerors propose to provide transportation services with trucks or cargo vans they do not own, they must specify the company or mechanism they plan to use to carry out the activity, along with the number, variety and adequacy of available vehicles in that company's fleet.	camions fermés de différentes tailles et/ou des fourgonnettes fermés qui répondent aux spécifications incluses dans section II.2 de l'AO pour le transport de produits pharmaceutiques, de consommables non médicamenteux et d'autres produits de santé. Si les offrants proposent de fournir des services de transport avec des camions ou des fourgonnettes dont ils ne sont pas propriétaires, ils doivent spécifier l'entreprise ou le mécanisme qu'ils prévoient d'utiliser pour mener à bien l'activité, ainsi que le nombre, la variété et l'adéquation des véhicules disponibles dans le parc de cette entreprise.
This section must also include the offeror's geographic reach, listing the Togolese regions that it serves and the regions it does not serve. The offeror must describe their ability to make multiple stops en-route without compromising the security of commodities. Additionally, it must include a description of the comprehensive in-transit security/tracking system(s) in-place and established standard operating procedures (SOPs) that comply with World Health Organization Good Distribution Practices (e.g. customer service, maintenance/servicing for vehicles in fleet, security etc.). The offeror must submit these SOPs as part of their proposal. Detailed instructions are included within section II.2. Scope of work and II.3. Deliverables.	Cette section doit également inclure la couverture géographique de l'offrant, répertoriant les régions togolaises qu'il dessert et les régions qu'il ne dessert pas. L'offrant doit décrire sa capacité à effectuer plusieurs escales en cours de route sans compromettre la qualité et la sécurité des produits. De plus, il doit inclure une description du système du sécurité/suivi complet en transit en place et des procédures opérationnelles standard (SOP) établies qui sont conformes aux bonnes pratiques de distribution de l'Organisation mondiale de la santé (par exemple, service client, maintenance / entretien pour les véhicules du parc, sécurité, etc.). L'offrant doit soumettre ces SOPs avec sa proposition. Des instructions détaillées sont incluses dans la section II.2. Termes de référence et II.3. Livrables.
Part 2: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 5 pages long but may not exceed 5 pages.	**Partie 2: Capacités d'entreprise, expérience et rendement passé.** Cette partie doit comporter entre 2 et 5 pages, mais ne doit pas dépasser 5 pages.
Part 2 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 Scope of Work in Part II.2 and Deliverables in Part II.3 (below), including information on their experience	La partie 2 doit inclure une description de la société et de l'organisation, avec référence appropriée à toute société mère et filiales. Les offrants doivent inclure des détails démontrant leur expérience et leur capacité technique à mettre en œuvre les termes de reference de la partie II.2 et les produits livrables dans la partie II.3 (ci-dessous), y compris les informations sur leur expérience dans

warehousing, transporting and handling health commodities per WHO Good Distribution and Storage Practices for Pharmaceutical Products (Annex 6), percentage of on-time delivery, number of deliveries per year to health districts and/or facilities in Togo, and track record of dispatching vehicles quickly. Offerors should demonstrate in its proposal a clear record of ensuring adequate funds are available for disbursement for high value bulk transactions. Additionally, offerors must include three (3) recent past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact. Chemonics reserves the right to check additional references not provided by an offeror. The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the required deliverables of the selected subcontractor, and provides a deliverables schedule.	l'entreposage, transport et manipulation des produits de santé conformément aux bonnes pratiques de distribution et de stockage de l'OMS pour les produits pharmaceutiques (Annex 6), pourcentage de livraison à temps, nombre de livraisons par an aux niveaux des districts ou formations sanitaires au Togo et l'éxpérience dans la disponibilisation rapide des véhicules. Les offrants devraient démontrer dans leur proposition que des fonds suffisants sont disponibles pour le décaissement des transactions en vrac de grande valeur. De plus, les offrants doivent inclure trois (3) références de performances passées récentes de travaux similaires (sous contrat ou sous-traitance) déjà mises en œuvre ainsi que les coordonnées des sociétés pour lesquelles un tel travail a été réalisé. Les coordonnées doivent inclure au minimum: le nom du point de contact qui peut parler de la performance de l'offrant, le nom et l'adresse de l'entreprise pour laquelle le travail a été effectué, et le courriel et le numéro de téléphone du point de contact. Chemonics se réserve le droit de vérifier les références supplémentaires non fournies par un offrant. Les sections de la proposition technique énoncées ci-dessus doivent répondre aux renseignements détaillés énoncés à la section II du présent AO, qui décrit le contexte, énonce les termes de reference, décrit les livrables requis du sous-traitant sélectionné et fournit un calendrier des produits livrables.
2. Cost Proposal Offerors must prepare and submit a cost proposal to Chemonics. The cost proposal, and prices contained therein, will be used by Chemonics to determine which proposals represent the best value and serve as a basis of negotiation before Chemonics awards a subcontract. The price of the subcontract to be awarded will be in the form of all-inclusive fixed unit rates.	**2. Proposition financière** Les offrants doivent préparer et soumettre une proposition financière à Chemonics. La proposition financière et les coûts qu'elle contient seront utilisés par Chemonics pour déterminer quelles propositions représentent le meilleur rapport qualité-prix et serviront de base à la négociation avant que Chemonics n'attribue un contrat de sous-traitance. Le prix du contrat de sous-traitance à attribuer prendra la forme de tarifs unitaires forfaitaires tout compris.

See Annex 2 for a sample cost structure. Prices/rates should be inclusive of all associated costs. The offeror must disclose any services that may result in additional fees such as fuel, road conditions, maintenance, expedited services and hours of travel. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, fuel, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in U.S. Dollars. If the successful offeror is an entity registered in Togo, the resulting subcontract will be denominated and paid in CFA franc. Successful offerors are responsible for paying all payroll and other taxes in Togo. Because GHSC-TA Francophone TO is a USAID funded project, offerors must not include VAT in their cost proposal. Offerors must prepare and submit Cost Notes that explains the basis for their proposed prices. If Chemonics at any time requests additional information from offerors to understand the offerors' proposed prices, the offerors must submit the additional information requested. The offerors' cost notes must provide sufficient detail to allow Chemonics to clearly see and understand the types of costs included in the offerors proposed prices (such as insurance, fuel, labor, maintenance, for example). If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.	Voir l'annexe 2 pour un exemple de structure de coûts. Les prix / tarifs doivent inclure tous les coûts associés. L'offrant doit divulguer tous les services pouvant entraîner des frais supplémentaires tels que le carburant, l'état des routes, l'entretien, les services d'urgence et les heures de voyage. Aucun bénéfice, frais, taxes ou frais supplémentaires ne peuvent être ajoutés après l'attribution. Néanmoins, dans le but de la proposition, les offrants doivent fournir un budget détaillé montrant les postes budgétaire, par exemple salaires, frais de déplacement, autres coûts directs, taux indirects, etc., ainsi que des postes individuels, par ex. salaires ou tarifs pour les particuliers, carburant, etc. Les offres doivent indiquer les prix unitaires, les quantités et le prix total. Tous les articles, services, etc. doivent être clairement étiquetés et inclus dans le prix total offert. Toutes les informations sur les coûts doivent être exprimées en dollars américains. Si l'offrant retenu est une entité enregistrée au Togo, le sous-contrat résultant sera libellé et payé en francs CFA. Les soumissionnaires retenus sont responsables du paiement de tous les salaires et autres impôts au Togo. Étant donné que GHSC-TA Francophone TO est un projet financé par l'USAID, les offrants ne doivent pas inclure la TVA dans leur proposition de coût. Les offrants doivent préparer et soumettre des notes sur les coûts qui expliquent la base de leurs prix proposés. Si Chemonics demande à tout moment des informations supplémentaires aux offrants pour comprendre les prix proposés par les offrants, les offrants doivent soumettre les informations supplémentaires demandées. Les notes de coûts des offrants doivent fournir suffisamment de détails pour permettre à Chemonics de voir clairement et de comprendre les types de coûts inclus dans les prix proposés par les offrants (comme l'assurance, le carburant, la main-d'œuvre, la maintenance, par exemple). S'il est courant pour l'offrant de budgétiser les tarifs indirects, par ex. frais généraux, marginaux, frais généraux, administratifs ou autres, les offrants doivent expliquer les taux et la base d'application des taux dans les notes sur les coûts. Chemonics se réserve le droit de demander des informations supplémentaires pour justifier les tarifs indirects d'un offrant.

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 costs.	Chemonics se réserve le droit de demander des informations supplémentaires sur les coûts si le comité d'évaluation a des inquiétudes quant au caractère raisonnable, au réalisme ou à l'exhaustivité des coûts proposés par l'offrant.
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.	En aucun cas, les informations sur les coûts ne peuvent être incluses dans la proposition technique. Aucune information sur les coûts ni aucun prix, qu'il s'agisse de livrables ou d'autres éléments, ne peut être inclus dans la proposition technique. Les informations sur les coûts ne doivent figurer que dans la proposition financière.
I.5. Source of Funding, Authorized Geographic Code, and Source and Origin	**I.5. Source de financement, code géographique autorisé et source et origine**
Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.	Tout contrat de sous-traitance issu de cet AO sera financé par des fonds de l'USAID et sera soumis aux règlementsdu gouvernement des États-Unis et de l'USAID.
All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf.	Tous les biens et services offerts en réponse à cet AO ou fournis dans le cadre de toute adjudication subséquente doivent correspondre au code géographique de l'USAID 935 conformément à la United States Code of Federal Regulations (CFR), 22 CFR §228, disponible à http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf.
The cooperating country for this RFP is Togo.	Le pays de coopération pour cet AO est la République du Togo.
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).	Les soumissionnaires ne peuvent pas offrir ou fournir des produits, des marchandises ou des services connexes qui sont fabriqués ou montés au, expédiés de, transportés par, ou autrement impliquant un des pays suivants: Birmanie (Myanmar), Cuba, Iran, Corée du Nord, Soudan du Nord, Syrie. Les services connexes comprennent les services accessoires relatifs à un/tous les aspects de ce travail à exécuter dans le cadre d'un contrat qui en résulte (y compris le transport, le carburant, l'hébergement, les repas et les frais de communication).

I.6. Chronological List of Proposal Events	I.6. Liste chronologique des évènements
The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.	Le calendrier suivant résume les importantes dates du processus de sollicitation. Les soumissionnaires doivent strictement respecter ces délais.
RFP published: February 11, 2020 **Deadline for written questions:** February 21, 2020 **Responses to questions/clarifications:** February 26, 2020 **Proposal due date:** March 13, 2020 **Subcontract award (estimated):** April 6, 2020	**Publication de l'AO** : 11 février 2020 **Date limite des questions écrites** : 21 février 2020 **Réponses aux questions/clarifications** : 26 février 2020 **Date limite de soumission des offres** : 13 mars 2020 **Octroi du contrat de sous-traitance (estimé)** : 6 avril 2020
The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an amendment to this RFP.	Les dates ci-dessus peuvent être modifiées à la seule discrétion de Chemonics. Toutes les modifications seront publiées dans un amendement au présent AO.
Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to ftotogoprocurement@gmail.com no later than 5:00 PM Lomé time on February 21, 2020. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.	**Questions écrites et clarifications.** Toutes les questions ou clarification portant sur le présent AO doivent être par écrit et envoyées à ftotogoprocurement@gmail.com au plus tard à 17h00 le 21 février 2020, heure de Lomé. Les questions et les demandes de clarification et les réponses y relatives, seront distribuées à tous les destinataires de l'AO qui ont manifesté leur intérêt à cet AO.
Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the GHSC-TA Francophone TO project, or any other party, will not be considered official responses regarding this RFP.	Seules les réponses écrites de Chemonics seront considérées comme officielles et influenceront le processus de l'AO et l'évaluation ultérieure. Toutes les réponses reçues en dehors de la voie officielle, que ce soit verbalement ou par écrit, des employés ou des représentants de Chemonics International, le projet GHSC-TA Francophone TO, ou toute autre partie, ne seront pas considérées comme des réponses officielles concernant cet AO.
Proposal Submission Date. All proposals must be received no later than 5:00 PM Lomé time March 13, 2020 at the following email address: ftotogoprocurement@gmail.com Late offers may be considered at the discretion of Chemonics.	**Date de soumission de l'offre.** Toutes les offres doivent être reçues le 13 mars 2020 à 17h00, heure de Lomé envoyées à ftotogoprocurement@gmail.com. Les offres soumises avec retard peuvent être prises en compte à la discrétion de Chemonics.
Subcontract Award (estimated). Chemonics will select the proposal that offers the best	**Octroi du contrat de sous-traitance (estimation).** Chemonics retiendra l'offre qui présente la meilleure

value based upon the evaluation criteria stated in this RFP.

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

I.8. Evaluation and Basis for Award

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

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, and for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be 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	**Maximum Points**
(2) Technical Capacity: Technical Approach and Methodology	
Warehouse Offerors must demonstrate: • how they currently provide transhipment warehousing • how they propose to provide warehouse	30 points

valeur sur la base des critères d'évaluation énoncés dans cet AO.

I.7. Période de validité
Les offres des soumissionnaires sont valables pendant quatre-vingt-dix (90) jours calendaires après la date limite de l'offre.

I.8 Évaluation et base du contrat

Le marché sera attribué à l'offrant dont la proposition est jugée conforme au présent document de sollicitation, répond aux critères d'éligibilité énoncés dans le présent AO, répond aux exigences techniques et de capacité de l'entreprise et est déterminée représenter la meilleure valeur pour Chemonics. La meilleure valeur sera décidée en utilisant le processus de «compromis».

Cet AO utilisera la méthode du compromis pour déterminer la meilleure offre. Cela signifie que chaque offre sera évaluée et appréciée par rapport aux critères d'évaluation et aux sous-critères d'évaluation, qui sont inscrits dans le tableau ci-dessous. Les propositions financières n'ont pas une cotation, mais aux fins d'une évaluation générale du présent AO, les facteurs d'évaluation techniques autres que le coût, une fois combinés, sont considérés plus importants que les coûts. Si les scores techniques se trouvent à égalité ou presqu'à égalité, le coût devient le facteur déterminant.

Au cours de l'évaluation des offres, Chemonics utilisera les critères et les sous-critères d'évaluation suivants :

Critères d'évaluation	**Cotation maximale**
2. Capacités techniques: approches techniques et méthodologie	
Entrepôt Les offrants doivent démontrer : • comment ils assurent actuellement l'entreposage en transbordement • comment ils se proposent de fournir l'espace de stockage de	30 points

storage on a recurring basis, including information on the warehouse(s) (description, condition, age, layout, equipment, etc.), security and the space available in the warehouse (footage /tonnage, etc.)		manière récurrente, y compris des information sur le(s) entrepôt(s) (description, état, âge, disposition, équipement, etc) et l'espace disponible dans l'entrepôt (surface/volume, etc.)	
• how they will provide insurance for storing the commodities		• l'assurance marchandises pendant le stockage des produits	
• their current and proposed storekeeping practices and storage system improvement strategies by describing their inventory control systems and how effective those systems are in minimizing stock discrepancies and waste, as well as any quality management systems in-place to address these issues		• leurs pratiques d'entreposage et des stratégies d'amélioration du système de stockage actuelles et proposées en décrivant les systèmes de contrôle des stocks et l'efficacité de ces systèmes pour réduire au minimum les écarts de stocks et les pertes, ainsi que tout système de gestion de la qualité mis en place pour traiter ces aspects	
• how they will provide an efficient and client-centered replenishment model for health facilities		• comment ils fourniront un modèle de réapprovisionnement efficace et centré sur le client pour les établissements de santé	
• how they will provide and use automated warehouse technologies to assist in the management of the HIV commodities		• comment ils fourniront et utiliseront des technologies d'entrepôt automatisées pour aider à la gestion des produits liés au VIH.	
• that they apply established standard operating procedures that comply with WHO Good Distribution and Storage Practices for Pharmaceutical Products, (see Annex 6) including but not limited to clean, dry, well-lit and well-ventilated storeroom(s) with commodities out of		• qu'ils appliquent des procédures opérationnelles standard qui sont conformes aux bonnes pratiques de distribution et de stockage de l'OMS pour les produits pharmaceutiques (voir annex 6) y compris, mais sans s'y limiter, un entrepôt propre; les produits stockés dans un entrepôt sec, bien éclairé et bien ventilé, à l'abri de la lumière directe du soleil; entrepôt protégé contre la pénétration de	

direct sunlight; storeroom secured from water penetration; availability and accessibility of fire safety equipment, and that personnel are trained to use it; products are stored according to their technical specifications and/or value; etc.) • how they currently use, and propose to utilize logistics data visualizations to improve service by detailing their experience and past performance		l'eau; disponibilité et accessibilité des équipements de sécurité et anti-incendie, et que le personnel est formé pour les utiliser; les produits sont stockés selon leurs spécifications techniques et / ou leur valeur; etc.) • comment ils utilisent, et proposent d'utiliser des visualisations de données logistiques pour améliorer le service en détaillant leur expérience et leurs performances passées	
Distribution Offerors must: • demonstrate their ability to provide distribution services for HIV commodities from Lomé to health facilities in Lomé/Commune, Maritime and Plateaux regions in Togo. • provide insurance while transporting the commodities • demonstrate their ability to make multiple stops en-route without compromising the security of commodities by outlining how the transportation system will be organized to make multiple stops. • provide security and tracking systems (detailing presence and type of system(s)). • demonstrate their ability to provide fully enclosed trucks or cargo vans for the transportation of pharmaceuticals, non-drug consumables, and	25 points	**Distribution** Les offrants doivent : • démontrer leur capacité à fournir des services de distribution de produits contre le VIH de Lomé aux établissements de santé des régions de Lomé / Commune, des Maritimes et des Plateaux au Togo. • disposer l'assurance marchandises pendant le transport des produits • démontrer leur capacité à effectuer plusieurs escales en cours de route sans compromettre la qualité et la sécurité des produits en décrivant comment le système de transport sera organisé pour effectuer des arrêts multiples. • fournir des systèmes de sécurité et de suivi (détaillant la présence et type de systèmes). • démontrer leur capacité de fournir des camions ou des fourgonnettes entièrement fermés pour le transport de produits pharmaceutiques, de produits non médicamenteux consommables et	25 points

other health commodities by describing the fleet of vehicles they own or lease which meet the requirements specified in section II.2 • submit distribution standard operating procedures which includes information on customer service, maintenance/servicing for vehicles in fleet, security, etc.		d'autres produits de santé en décrivant la flotte de véhicules qu'ils possèdent ou louent et qui répondent aux exigences spécifiées au section II.2 • soumettre des procédures opérationnelles normalisées de distribution qui incluent des informations sur le service à la clientèle, maintenance / entretien du parc véhicule, sécurité, etc.	
Automated Inventory and Tracking Offerors must demonstrate their ability to: • provide an automated inventory control tracking system services (with barcoding, radio frequency identification, wireless tracking technology) for tracking inventory levels, orders, issues and deliveries. Basic features should include (i) reorder point, (ii) asset tracking, (iii) service management, (iv) product identification and (v) inventory optimization.	15 points	**Inventaire et suivi automatisés** Les offrants doivent demontrer leur capacité : • à fournir un système de suivi de contrôle des stocks automatisé (avec code à barres, identification par radiofréquence, technologie de suivi sans fil….) pour le suivi des niveaux d'inventaire, des commandes, des sorties et des livraisons. Les fonctionnalités de base devraient comprendre (i) le point de commande, (ii) le suivi des actifs, (iii) la gestion des services, (iv) l'identification des produits et (v) l'optimisation des stocks.	15 points
• provide comprehensive in-transit tracking and written proof of delivery (POD) with real-time/daily updates. Preference will be given to offerors who can provide electronic POD.	5 points	• à fournir un suivi complet en transit et une preuve écrite de livraison (POD) avec des mises à jour quotidiennes / en temps réel. La préférence sera accordée aux offrants qui peuvent fournir un POD électronique.	5 points
Total Points – Technical Approach	**75 points**	**Points Totaux – Capacités techniques**	**75 points**
1. Corporate Capabilities, Experience, and Past Performance		**(3) Capacités d'entreprise, expérience et rendement passé**	

Successful past performance providing services as requested in the RFP. Relevant factors include: • Description of company or organization, including parent company or subsidiaries • Experience and technical ability to implement the scope of work • Record of ensuring adequate funds are available for disbursement for high value bulk transactions. • Positive recent past performance references of similar work. • Experience warehousing, transporting and handling health commodities per WHO Good Distribution and Storage Practices for Pharmaceutical Products (see Annex 6) • Percentage of on-time delivery • Number of deliveries per year to health districts and/or facilities in Togo • Track record of dispatching vehicles quickly	25 points	Performance passée réussie en fournissant les services demandés dans l'AO. Les facteurs pertinents comprennent: • Description de l'entreprise ou de l'organisation, y compris la société mère ou les filiales • Expérience et capacité technique pour mettre en œuvre les termes de reference • Un rapport garantissant que des fonds suffisants sont disponibles pour le décaissement des transactions en vrac de grande valeur. • Les références positifs de performances passées récentes de travaux similaires. • Expérience dans l'entreposage, transport et manipulation des produits de santé conformément aux bonnes pratiques de distribution et de stockage de l'OMS pour les produits pharmaceutiques (voir Annex 6) • Pourcentage de livraison à temps • Nombre de livraisons par an aux niveaux des districts ou formations sanitaires au Togo • Expérience dans la disponibilisation rapide des véhicules	25 points
Total Points – Corporate Capabilities	**25 points**	**Points Totaux – Capacités d'entreprise**	**25 points**
Total Points	**100 points**	**Points totaux**	**100 points**

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

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal

Les scores d'évaluation ne seront pas attribués aux les coûts. Le coût sera principalement évalué par rapport au réalisme et à la raisonnabilité. Si les scores techniques se trouvent à égalité ou presqu'à égalité, le coût devient le facteur déterminant.

Cet AO utilise la méthode du compromis définie dans FAR 15.101-1. Chemonics attribuera un contrat sous-traitance au soumissionnaire dont l'offre constitue le

represents the best value to Chemonics and the GHSC-TA Francophone TO 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.	meilleur prix pour Chemonics et le projet GHSC-TA Francophone TO. Chemonics peut attribuer à un offrant plus cher s'il est déterminé que l'évaluation technique supérieure de cet offrant mérite le coût / prix supplémentaire.
I.9. Negotiations	**I.9. Les négociations**
Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, Chemonics reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.	Les meilleures offres sont attendues. Il est prévu qu'un contrat de sous-traitance sera attribué uniquement sur la base de l'original des offres reçues. Cependant, Chemonics se réserve le droit de mener des discussions, des négociations et/ou de demander des clarifications avant d'attribuer un contrat de sous-traitance. Par ailleurs, Chemonics se réserve le droit de procéder par un choix compétitif et de limiter le nombre de soumissionnaires dans la compétition afin de créer un environnement d'évaluation efficace parmi les offres les mieux cotées. Les soumissionnaires le mieux côtés, tel que déterminé par le comité d'évaluation technique, peuvent être appelés à proposer leurs meilleurs prix ou des réponses techniques au cours d'un processus de choix compétitif. Les soumissionnaires peuvent être appelés à faire des présentations orales, ceci à la seule discrétion de Chemonics. Chemonics se réserve le droit de faire des attributions séparées par composant ou de ne pas en attribuer du tout, s'il le juge nécessaire.
I.10. Terms of Subcontract	**I.10. Conditions du contrat de sous-traitance**
This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of subcontract negotiations, any resulting subcontract will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in Section III to finalize the subcontract. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in Section III.	Ceci n'est qu'un appel d'offres et en aucun cas n'oblige Chemonics à octroyer un contrat de sous-traitance. En cas de négociations relatives au contrat de sous-traitance, tout contrat de sous-traitance conséquent sera soumis à et régi par les conditions et les clauses détaillées dans la section III. Chemonics utilise le modèle présenté à la section III pour finaliser le contrat de sous-traitance. Les termes et conditions ne sont pas matière à négociation. En soumettant une proposition, les soumissionnaires certifient qu'ils ont compris et accepté tous les termes et conditions contenus dans la section III.
I.11. Privity	**I.11. Liens contractuels**
By submitting a response to this request for proposals, offerors understand that USAID is	En soumettant une réponse à cet appel d'offre, les soumissionnaires comprennent que USAID n'est PAS

NOT a party to this solicitation. All communications and decisions related to this request for proposal are at the sole discretion of Chemonics.	partie de cette sollicitation. Toutes les communications et décisions liées à cette demande de proposition sont à la seule discrétion de Chemonics.
Section II Background, Scope of Work, Deliverables, and Deliverables Schedule	**Section II Contexte, Termes de référence, Livrables, et Calendrier des livrables**
II.1. Background	**II.1. Contexte**
Chemonics, on behalf of USAID, implements the GHSC-TA Francophone TO project in Togo. The GHSC-TA Francophone TO project is one of the mechanisms by which USAID provides supply chain systems strengthening technical assistance in Francophone countries to ensure timely access to quality essential health products and services and improves in-country and regional collaboration.	Chemonics, au nom de l'USAID, implémente le projet GHSC-TA Francophone TO au Togo. Le projet GHSC-TA Francophone TO appuie le renforcement des systèmes de chaîne d'approvisionnement renforçant l'assistance technique dans les pays francophones pour assurer un accès rapide à des produits et services de santé essentiels de qualité et améliore la collaboration dans le pays et la région.
In Togo, the GHSC-TA Francophone TO project works with the Ministry of Health, the National AIDS Council and other key stakeholders, including the Ending AIDS in West Africa (EAWA) project implemented by FHI 360 to implement the U.S. President's Emergency Plan for AIDS Relief (PEPFAR) "Game changer" initiative which aims to reach the Joint United Nations Programme on HIV/AIDS (UNAIDS) global 95-95-95 HIV/AIDS testing, treatment, and viral load suppression targets within selected health facilities in Lomé Commune, Maritime and Plateaux regions.	Au Togo, le projet GHSC-TA Francophone TO travaille avec le ministère de la santé, le Conseil national du SIDA et d'autres parties prenantes clés, y compris le projet Ending AIDS in West Africa (EAWA) mis en œuvre par FHI 360 pour mettre en œuvre l'initiative « Game changer » du plan d'urgence du président américain pour la lutte contre le SIDA (PEPFAR) qui vise à atteindre les cibles mondiales 95-95-95 du Programme commun des Nations Unies sur le VIH / sida (ONUSIDA) en rapport avec le dépistage, traitement et la suppression de la charge virale dans certains établissements de santé de régions de Lomé-Commune, Maritime et Plateaux.
To ensure uninterrupted availability of health commodities, the GHSC-TA Francophone TO project works with a sister project, Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) whose role is to procure and deliver life-saving medical and pharmaceutical supplies around the globe, including in Togo.	Pour assurer une disponibilité ininterrompue des produits de santé, le projet GHSC-TA Francophone TO travaille avec un projet jumeau Global Health Supply Chain - Procurement and Supply Management (GHSC-PSM) dont le rôle est d'acheter et livrer les produits de santé vitaux dans le monde entier, y compris au Togo.
Chemonics seeks to partner with a service provider with a strong background in storage and distribution of high value commodities, the capacity to achieve industry standard performance indicators for inventory accuracy	Chemonics cherche à s'associer avec un fournisseur de services ayant une solide expérience dans le stockage et la distribution de produits de grande valeur, la capacité d'atteindre des indicateurs de performance standard de la fiabilité de l'inventaire et le respect des délais de

and on-time delivery, and the ability to scale its operational capacity to accommodate high replenishment rates to health facilities.	livraison, et l'aptitude d'étendre sa capacité opérationnelle pour s'adapter à des taux de réapprovisionnement élevés des établissements de santé.
The contract awarded will be an indefinite quantity subcontract utilizing fixed unit price sub-task orders. The awarded subcontract will include a statement of the ceiling price, the scope of work, Chemonics standard terms and conditions, the applicable Federal Acquisition Regulation (FAR) and U.S. Agency for International Development (USAID) clauses, and invoicing information.	Le (s) contrat (s) attribué (s) sera un contrat de sous-traitance à quantité indéterminée utilisant des coûts unitaires fixes. Le contrat de sous-traitance attribué comprendra un relevé du prix plafond, les termes de référence, les conditions générales standard de Chemonics, des clauses FAR (Federal Acquisition Regulation) et USAID (Agency for International Development) et des informations de facturation.
II.2. Scope of Work	**II.2. Termes de référence**
The successful Offeror shall be required to provide the following services related to the storage, transportation, and delivery of non-cold chain health commodities, including but not limited to antiretrovirals (ARVs), condoms, lubricant, rapid diagnostic tests (RDTs), and laboratory reagents and supplies for viral load and early infant diagnosis. Service includes: a) warehousing and inventory management of these commodities, b) non-cold chain transportation/distribution services, and c) delivery of health commodities including loading and unloading prior to the start of transit, during transit, or after transit; and Chemonics will evaluate and award contract to one offeror to achieve the best value for the project. Chemonics reserves the right to award for all or some of the services listed above.	L'offrant retenu devra fournir les services suivants liés au stockage, au transport et à la livraison de produits de santé ne nécessitant pas la chaîne de froid, y compris, mais sans s'y limiter, les antirétroviraux (ARV), les préservatifs, les lubrifiants, les tests de diagnostic rapide (TDR), et réactifs et fournitures de laboratoire pour la charge virale et le diagnostic précoce du nourrisson. Le service inclut : a) l'entreposage et la gestion des stocks de ces produits ; b) des services de transport / distribution et c) la livraison des produits de santé, y compris le chargement et le déchargement avant le début du transit, pendant le transit ou après le transit. Chemonics évaluera et attribuera le contrat à un seul soumissionnaire pour obtenir la meilleure valeur pour le projet. Chemonics se réserve le droit d'attribuer tout ou partie des services énumérés ci-dessus
The offeror(s) must ensure that storage and transportation services adhere to regulatory requirements for the manufacturer's product, the manufacturer's guidelines, and regulatory guidelines from the WHO and Togolese Ministry of Health such as Good Distribution Practices.	Le(s) offrant(s) doit(vent) veiller à ce que les services de stockage et de transport respectent les exigences réglementaires pour le produit du fabricant, les directives du fabricant et les directives réglementaires de l'OMS et du ministère togolais de la Santé telles que les bonnes pratiques de distribution.
This subcontract represents and comprises Chemonics' and the Subcontractor's complete agreement with respect to providing the distribution services described below. This Scope of Work (SOW), prices and all	Ce sous-contrat représente et comprend l'accord complet de Chemonics et du sous-traitant en ce qui concerne la fourniture des services de distribution décrits ci-dessous. Les présents termes de référence (TDRs), les couts et toutes les dispositions, conditions

provisions, terms and conditions herein equally apply to the Subcontractor's performance of the services in any of the task orders issued hereunder.	générales des présentes s'appliquent également à l'exécution des services par le sous-traitant dans l'un des ordres de tâches émis en vertu des présentes.
The Subcontractor shall be responsible for providing warehousing and last mile delivery (LMD) transportation services in accordance with the World Health Organization (WHO) Good Distribution Practices (GDP) for Pharmaceutical and Laboratory Products (WHO Technical Report Series No. TRS 957, 2010, Annex 5), and consultation provided by GHSC-TA Francophone TO on relevant quality standards, as applicable. The Subcontractor shall be responsible for the safety and security of its personnel and property, and of the health commodities and property in the Subcontractor's custody.	Le sous-traitant est responsable de fournir des services d'entreposage et de transport du dernier kilomètre (LMD) conformément aux bonnes pratiques de distribution (BPD) de l'Organisation mondiale de la santé (OMS) pour les produits pharmaceutiques et de laboratoire (OMS, Série de rapports techniques n ° TRS 957, 2010, Annexe 5), et la consultation fournie par GHSC-TA Francophone TO sur les normes de qualité pertinentes, le cas échéant. Le sous-traitant est responsable de la sûreté et de la sécurité de son personnel et de ses biens, ainsi que des marchandises et des biens dont le sous-traitant a la garde.
The Subcontractor shall provide the staffing and coordination services related to all requirements and requests under this agreement. The Subcontractor shall act as a service provider and does not acquire ownership in respect of the goods stored and/or distributed.	Le sous-traitant doit fournir les services de dotation et de coordination liés à toutes les exigences et demandes en vertu du présent accord. Le sous-traitant doit agir en tant que prestataire de services et n'acquiert pas la propriété des marchandises stockées et / ou distribuées.
Sub-headings within this Scope of Work are for organizational purposes only.	Les sous-titres dans ces termes de référence sont inclus uniquement à des fins d'organisation.
A.2.1 Expected Result #1/Areas of responsibility: General	**A.2.1 Résultat attendu # 1 / Domaines de responsabilité : Général**
Component 1: Receiving and Inspection	**Composante 1 : Réception et inspection**
The offeror shall describe their receiving and inspection procedures for health commodities to ensure efficient logistics operations while maintaining quality. • Proof of deliveries (PODs) from international procurements should be signed and shared with GHSC-TA Francophone TO project within two (2) business days of receipt. • The offeror shall act as a service provider, receiving and storing goods on behalf of the government of Togo, and becomes responsible for the care and custody of all	L'offrant doit décrire ses procédures de réception et d'inspection des produits de santé afin d'assurer des opérations logistiques efficaces tout en respectant la qualité. • Les preuves de livraisons (POD) des achats internationaux doivent être signées et partagées avec le projet GHSC-TA Francophone TO dans les deux (2) jours ouvrables suivant la réception. • L'offrant doit agir en tant que prestataire de services, recevant et stockant les marchandises pour le compte du gouvernement du Togo, et devient responsable des soins et de la garde de

commodities as soon as the proof of delivery is signed. • Up to ten (10) business days, but no less than two (2) business days, after the arrival of the health products at the warehouse, the offeror must provide the GHSC-TA Francophone TO project the proof of acceptance report including batches that are proposed to be rejected in full or part with a detailed supplier complaint form filled.	toutes les marchandises dès la signature de la preuve de livraison. • Jusqu'à dix (10) jours ouvrables, mais pas moins de deux (2) jours ouvrables, après l'arrivée des produits de santé à l'entrepôt, l'offrant doit fournir au projet GHSC-TA Francophone TO le rapport de preuve d'acceptation, y compris les lots qui: sont proposés pour être rejetés en tout ou en partie avec un formulaire de plainte fournisseur rempli avec tous les détails.
The offeror should describe procedures to be followed in the event of any discrepancy between the actual delivery received and the information in the shipping documentation.	L'offrant doit décrire les procédures à suivre en cas de divergence entre la livraison réelle reçue et les informations contenues dans la documentation d'expédition.
Component 2: Storage	**Composante 2 : Stockage**
The Subcontractor shall provide a *transhipment warehouse*, a type that receives products in bulk from multiple suppliers, stores them for a period of time and then breaks them down into suitably sized stock-keeping units (SKUs) for onward delivery to health facilities. The subcontractor must ensure that the storage of health commodities adheres to WHO Good Distribution Practices (see Annex 6). The inventory shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. The offeror shall demonstrate full compliance with specific product storage conditions, local fire, health, and safety regulations with functioning smoke detectors and serviced fire extinguishers.	Le sous-traitant doit fournir un entrepôt de transbordement, un type qui reçoit les produits de plusieurs fournisseurs, les stocke pendant une période de temps puis les décompose en unités de stockage (SKU) de taille appropriée pour une livraison ultérieure aux établissements de santé. Le sous-traitant doit veiller à ce que le stockage des produits de santé soit conforme aux bonnes pratiques de distribution de l'OMS (voir Annex 6). L'inventaire doit être géré et maintenu dans un environnement sûr et sécurisé avec un système de suivi permanent des stocks pour garantir la redevabilité. L'offrant doit démontrer qu'il respecte pleinement les conditions spécifiques de stockage des produits, les réglementations locales en matière d'incendie, de santé et de sécurité avec des détecteurs de fumée fonctionnels et des extincteurs fonctionnels.
The offeror shall describe their warehouse layout and existing material handling equipment and demonstrate how it provides efficient flow of goods into and out of the facility.	L'offrant doit décrire la disposition de son entrepôt et les équipements de manutention existants et démontrer comment il permet un flux efficace de marchandises à l'intérieur et à l'extérieur du bâtiment.
Specific responsibilities include: • Warehouses must be covered and have adequate fire protection systems, adequate security, and standard operating procedures	Les responsabilités spécifiques incluent : • Les entrepôts doivent être couverts et disposer de systèmes de protection contre les incendies adéquats, d'une sécurité adéquate et de procédures opérationnelles standard qui

that provide for receipt, documentation, storage and discharge of project goods. • The subcontractor will be legally and financially responsible for the commodities during storage and transportation and is required to provide insurance against all loss or damage to products as specified below. • Proposed storage facility must have 24 hour manned-security, fenced perimeter, and secured storage area that can be locked down at night. • The premises shall be available to GHSC-TA Francophone TO project staff, guests and officers, and/or Ministry of Health personnel (according to a list of individuals provided by GHSC-TA Francophone TO) within a time period that is mutually agreed upon by the Offeror and Chemonics, during normal business hours, for inspection of goods and facilities, if required. • Offerors shall have established security policies and procedures including 24/7 security and/or monitoring, guards and other precautions to prevent access to premises and facilities by unauthorized personnel. • The offeror shall demonstrate full compliance with local fire, health, and safety regulations with functioning smoke detectors and serviced fire extinguishers. • Offerors shall assist GHSC-TA Francophone TO at its request and on its behalf in monitoring the stock status of health commodities, including the submission of stock inventory and stock status reports (as described in Section II.3, Deliverables);	prévoient la réception, la documentation, le stockage et le déchargement des marchandises du projet. • Le sous-traitant sera légalement et financièrement responsable des produits pendant le stockage et le transport et doit fournir une assurance contre toute perte ou dommage aux produits, comme spécifié ci-dessous. • Le(s) lieu(x) de stockage propose(s) doit avoir une sécurité avec un personnel 24 heures sur 24, un périmètre clôturé et une zone de stockage sécurisée qui peut être verrouillée la nuit. • Les locaux doivent être disponibles au personnel du projet GHSC-TA francophone TO, les invités et les agents, et / ou le personnel du ministère de la Santé (selon une liste de personnes fournie par GHSC-TA francophone TO) dans un délai qui est mutuellement convenu par l'offrant et Chemonics, pendant les heures normales de service, pour l'inspection des biens et des installations, si nécessaire. • Les offrants doivent avoir établi des politiques et des procédures de sécurité, y compris une sécurité et / ou une surveillance 24h / 24 et 7j / 7, des gardes et d'autres précautions pour empêcher l'accès aux locaux et aux installations par du personnel non autorisé. • L'offrant doit démontrer qu'il respecte pleinement les réglementations locales en matière d'incendie, de santé et de sécurité avec des détecteurs de fumée fonctionnels et des extincteurs équipés.) • Les offrants doivent assister GHSC-TA Francophone TO à sa demande et en son nom à surveiller l'état des stocks de produits de santé, notamment en soumettant un inventaire des stocks et des rapports sur l'état des stocks (comme décrit à la section II.3, Produits livrables).

• Keep a record of the expiry dates of the products under the Subcontractor's management and provide written notice to Chemonics of any products with a remaining shelf life of six months or less; • Allow Chemonics/GHSC-TA Francophone TO access to the warehouse, goods, and relevant files and documentation in order to monitor all aspects of the Subcontractor's performance under this Subcontract; • Notify Chemonics/GHSC-TA Francophone TO in writing of any loss or damage to the goods handled by the Subcontractor promptly after discovery of the same, and in no case more than forty-eight (48) hours after confirmation of loss or damage. If the Subcontractor fails to notify Chemonics/GHSC-TA Francophone TO within the allotted time, the Subcontractor shall be liable for any such loss or damage in accordance with Section III.K.2.b, Notice of Loss or Damage	• Tenir un registre des dates de péremption des produits sous la direction du sous-traitant et fournir un avis écrit à Chemonics de tout produit ayant une durée de conservation restante de six mois ou moins. • Autoriser Chemonics / GHSC-TA Francophone TO à accéder à l'entrepôt, aux marchandises et aux fichiers et documents pertinents afin de surveiller tous les aspects de la performance du sous-traitant dans le cadre de ce sous-contrat. • Avertir Chemonics / GHSC-TA Francophone TO par écrit de toute perte ou dommage aux marchandises manipulées par le sous-traitant dans les plus brefs délais après leur découverte, et en aucun cas plus de quarante-huit (48) heures après confirmation de la perte ou du dommage. Si le sous-traitant ne notifie pas Chemonics / GHSC-TA Francophone TO dans le délai imparti, le sous-traitant est responsable de toute perte ou dommage conformément à la section III.K.2.b, avis de perte ou de dommage
Component 3: Transportation and delivery services for health commodities. The successful Offeror shall be required to provide ground transportation of non-cold chain health commodities from the Offeror's storage facility in Lomé to health facilities. An illustrative list of potential destinations is included in Annex 5. Offerors shall consider the following requirements and guidelines when responding to this request: • Provide fully enclosed trucks or cargo vans for the transportation of pharmaceuticals, non-drug consumables, and other health commodities (describe security measures within the Technical Approach in your Proposal).	**Composante 3 : Services de transport et de livraison de produits de de santé.** L'offrant retenu devra fournir le transport routier des produits de santé non liés à la chaîne du froid du local de stockage d'offrant à Lomé aux établissements de santé. Une liste illustrative de destinations potentielles est incluse à l'annexe 5. Les offrants doivent tenir compte des exigences et des lignes directrices suivantes lorsqu'ils répondent à cette demande : • Disposer des camions ou des fourgonnettes entièrement fermés pour le transport des produits pharmaceutiques, des consommables non médicamenteux et d'autres produits de santé (décrivez les mesures de sécurité dans l'approche technique de votre proposition).

• Ensure that the commodities and quantities match the shipping documents prior to taking possession of the commodities. The subcontractor must notify Chemonics immediately of any damage, tampering, theft or missing items upon arrival or during transit.	• Assurer que les produits de santé et les quantités correspondent aux documents d'expédition avant de prendre possession des marchandises. Le sous-traitant doit immédiatement informer Chemonics de tout dommage, altération, vol ou éléments manquants à son arrivée ou pendant son transit.
• Load and transport commodities within two business days of notification by GHSC-TA Francophone TO project.	• Charger et transporter les marchandises dans les deux (2) jours suivant la notification par le projet GHSC-TA Francophone TO.
• Take the most direct route while in transit.	• Prendre la route la plus directe (courte) pendant le transport.
• Subcontractor is responsible for loading prior to transit and off-loading at delivery destinations, including labor and other costs associated with off-loading.	• Le sous-traitant est responsable du chargement et déchargement à la destination de livraison, y compris la main-d'œuvre et les autres coûts associés au chargement/déchargement
• Use a security seal, record the number on the POD, and confirm the condition and number at delivery.	• Utiliser un sceau de sécurité, enregistrer le numéro sur le POD et confirmer l'état et le numéro à la livraison.
• Maintain the trucks in optimal working conditions throughout the durations of the subcontract.	• Maintenir les camions dans des conditions de travail optimales pendant toute la durée du contrat de sous-traitance.
• Maintenance (mechanical, electrical and otherwise), including the fueling of the truck(s) will be entirely the responsibility of the subcontractor.	• L'entretien (mécanique, électrique et autre), y compris le ravitaillement du (ou des) camion(s), sera entièrement à la charge du sous-traitant.
• Provide sufficient drivers to distribute health commodities to the destinations in the timeframe specified in each sub-task order.	• Disposer suffisamment de conducteurs pour distribuer les produits de santé aux destinations dans le délai spécifié dans chaque ordre de sous-tâche.
• Drivers must be sufficiently literate to manage the inventory of listed health commodities.	• Les conducteurs doivent être suffisamment instruits pour gérer l'inventaire des produits de santé répertoriés.
• Drivers shall be responsible and accountable for the health commodities from the point they are loaded on the trucks, up to the point they are offloaded and delivered and shall ensure all the stipulated documentation is completed to demonstrate clear transfer of custody of	• Les conducteurs doivent être responsables et redevables des produits de santé du point où ils sont chargés dans les camions, jusqu'au moment où ils sont déchargés et livrés et doivent s'assurer que tous les documents stipulés sont remplis pour démontrer le transfert clair de la garde des produits entre le camion et le destinataire.

commodities between the truck and the recipient. • Subcontractor shall deliver GHSC-TA Francophone TO's health commodities safely and securely and in prescribed condition to the recipient and destination, as evidenced by a signed Proof of Delivery (POD). • Subcontractor will provide written confirmation, i.e. POD, to Chemonics for all delivered shipments. PODs must include consignee name and physical address; delivery location; date and time of departure; list and description of commodities delivered; quantity of items delivered; date and time of delivery; name and signature of driver and recipient at destination; remarks or notation of any loss or damages. PODs should be submitted with the subcontractor's invoice to Chemonics. • The Subcontractor shall supervise the off-loading and handover the correct quantity of commodities to the designated recipient(s).	• Le sous-traitant doit livrer les produits de santé de GHSC-TA Francophone TO en toute sécurité et sans dommages et dans des conditions prescrites au destinataire et à la destination, comme en témoigne une preuve de livraison (POD) signée. • Le sous-traitant fournira une confirmation écrite, c'est-à-dire une POD, à Chemonics pour tous les envois livrés. Les POD doivent inclure le nom et l'adresse physique du destinataire; lieu de livraison; date et heure de départ; liste et description des produits livrés; quantité d'articles livrés; date et heure de livraison; nom et signature du conducteur et du destinataire à destination; remarques ou notation de toute perte ou dommage. Les POD doivent être soumis avec la facture du sous-traitant à Chemonics. • Le sous-traitant doit superviser le déchargement et la remise de la bonne quantité de produits aux destinataires désignés.
Additional Subcontractor responsibilities: • Subcontractor must respond to requests for pricing for specific task orders within 48 hours of notification by Chemonics. • Subcontractor must provide robust security systems and procedures, with viable and verifiable disaster and theft recovery plans. • Subcontractor must provide vehicles with tracking device and GPS data to monitor the location of vehicles and duration of time travelled in the delivery of health commodities.	Responsabilités supplémentaires du sous-traitant : • Le sous-traitant doit répondre aux demandes de prix pour des commandes de tâches spécifiques dans les 48 heures suivant la notification par Chemonics. • Le sous-traitant doit fournir des systèmes et des procédures de sécurité robustes, avec des plans de redressment après sinistre et vol viables et vérifiables. • Le sous-traitant doit fournir aux véhicules un dispositif de repérage et des données GPS pour surveiller l'emplacement des véhicules et la durée du voyage dans la livraison des produits de santé.

• The Subcontractor shall ensure that batch or lot number and expiry information of the commodities being transported are indicated in POD.	• Le sous-traitants doit s'assurer que le numéro de lot et les informations d'expiration des marchandises transportées sont indiqués dans la POD.
A.2.2. Expected Result #2 /Areas of responsibility: Vehicles, Equipment and Containers	**A.2.2. Résultat attendu n ° 2 / Domaines de responsabilité: véhicules, équipements et conteneurs**
• Passenger vehicles shall not be deployed or used for the distribution of the health commodities. • Vehicles shall meet the following minimum requirements, but they can include additional conditions which assure the quality, security and integrity of the health commodities being conveyed: a) In proper working order, with no damage that would impact their ability to operate; b) Appropriate for the volume and type of commodities being shipped; c) Clean, dry, and free of vermin; d) Lockable cargo compartments; e) Well serviced and regularly maintained with evidence of a maintenance log; and f) Compartments must be well covered and padded to ensure that temperature within the compartments are conducive and like warehousing storage conditions.	• Les véhicules de tourisme ne doivent pas être déployés ou utilisés pour la distribution des produits de santé. • Les véhicules doivent répondre aux exigences minimales suivantes, mais ils peuvent inclure des conditions supplémentaires qui garantissent la qualité, la sécurité et l'intégrité des produits de santé transportés: a) En bon état de fonctionnement, sans dommages qui pourraient affecter leur capacité de fonctionner; b) adapté au volume et au type de produits expédiés; c) Propre, sec et exempt de vermine; d) Compartiments de chargement verrouillables; e) Régulièrement entretenu avec la preuve d'un journal d'entretien; et f) Les compartiments doivent être bien couverts et rembourrés pour garantir que la température à l'intérieur des compartiments est propice et similaire aux conditions de stockage en entrepôt.
• Equipment and containers must be suitable for their use, clean, and appropriately protect products from exposure to conditions that could affect their stability or packaging integrity. • SOPs shall be in place for all vehicles and equipment involved in the distribution process, including: cleaning, pest control,	• L'équipement et les conteneurs doivent être adaptés à leur utilisation, propres et protéger convenablement les produits de l'exposition à des conditions qui pourraient affecter leur stabilité ou l'intégrité de l'emballage. • Des SOP doivent être en place pour tous les véhicules et équipements impliqués dans le processus de distribution, y compris: le nettoyage, la lutte antiparasitaire, la préservation de l'identité du produit, la prévention de la contamination croisée, les

ensuring the product's identity is maintained, prevention of cross-contamination, precautions against spillage or breakage, procedures for transportation of hazardous products which can present risks of abuse, cleaning, maintenance, fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles), process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, and theft or misappropriation thereof.	précautions contre les déversements ou les bris, les procédures de transport des produits dangereux qui peut présenter des risques d'abus, de nettoyage, d'entretien, d'incendie ou d'explosion (ces produits doivent être stockés et transportés dans des conteneurs et des véhicules dédiés et sûrs), processus par lequel des personnes non autorisées sont empêchées d'entrer et / ou d'altérer les véhicules et / ou l'équipement, et vol ou détournement de ceux-ci.
• Waste shall be disposed of safely and properly at frequent intervals.	• Les déchets doivent être éliminés en toute sécurité et correctement à intervalles fréquents.
• Cleaning records shall be maintained for vehicles and for reusable shipping containers. • Vehicles must be loaded in a manner that cargo is stable and limits the possibility of shifting during transport. Necessary materials should be used to secure the cargo to prevent movement and subsequent damage to the cargo. • Damage to shipments and any other event or problem which occurs during transit must be recorded, reported to Chemonics immediately (within 6 hours of detection) and investigated as necessary.	• Des registres de nettoyage doivent être tenus pour les véhicules et pour les conteneurs d'expédition réutilisables. • Les véhicules doivent être chargés de manière à ce que la cargaison soit stable et limite la possibilité de se déplacer pendant le transport. Les matériaux nécessaires doivent être utilisés pour fixer la cargaison afin d'empêcher tout mouvement et tout dommage ultérieur à la cargaison. • Les dommages aux expéditions et tout autre événement ou problème qui survient pendant le transport doivent être enregistrés, signalés immédiatement à Chemonics (dans les 6 heures suivant la détection) et examinés si nécessaire.
Component 4: Performance & Quality Management System	**Composante 4: Système de gestion de la performance et la qualité**
The Subcontractor shall establish a comprehensive quality improvement program to evaluate and review quality, timeliness and appropriateness of the logistics services provided to the health facilities. Results shall be shared on at least a monthly basis with the GHSC-TA Francophone TO project. The	Le sous-traitant doit établir un programme holistique d'amélioration de la qualité pour évaluer et examiner la qualité, la promptitude et la pertinence des services logistiques fournis aux établissements de santé. Les résultats doivent être partagés au moins une fois par mois avec le projet GHSC-TA Francophone TO. L'activité d'amélioration de la qualité doit être globale,

quality improvement activity shall be comprehensive with consideration to risk management and litigation, health facilities and GHSC-TA Francophone TO project complaints, policy and procedure review, statistical utilization reporting, safety issues, risk mitigation response, etc.	en tenant compte de la gestion des risques et des litiges, des opinions des établissements de santé et du projet GHSC-TA francophone TO, l'examen des politiques et des procédures, les rapports statistiques d'utilisation, les problèmes de sécurité, les mesures d'atténuation des risques, etc.
The Subcontractor will maintain at all times adequate documentation including written instructions, Standard Operating Procedures (SOPs) for all operations, particularly for: • Recordkeeping and inventory controls • Vehicle maintenance • Security • Storage • Shipment receiving and confirmation • Loading a truck • Pharmaceutical product distribution • Incident management and reporting • Daily operations reporting	Le sous-traitant conservera à tout moment une documentation adéquate, y compris des instructions écrites, des procédures opérationnelles normalisées (SOP) pour toutes les opérations, en particulier pour: - Tenue des registres et contrôle des stocks - Entretien des véhicules - Sécurité - Stockage - Réception et confirmation de l'envoi - Chargement d'un camion - Distribution de produits pharmaceutiques - Gestion et notification des incidents - Rapports d'exploitation quotidiens
The Subcontractor shall report on performance as required in reports and deliverables and for the key performance indicators in Section III.Y and task order performance requirements included in Section III.C.4. The Subcontractor shall take all direction and instructions as pertains to the GHSC- TA Francophone TO commodities from the designated GHSC- TA Francophone TO representatives and in accordance with this Subcontract.	Le sous-traitant doit rendre compte de la performance tel que requis dans les rapports et les livrables et pour les indicateurs clés de performance (KPI) de la section III.Y et les exigences de performance des ordres de tâches incluses dans la section III.C.4. Le sous-traitant doit prendre toutes les directives et instructions relatives aux produits du projet GHSC-TA Francophones TO des représentants du projet et conformément à ce sous-contrat.
The dynamic nature of the supply chain supported and changing mandates by PEPFAR or partner country counterparts create constant changing data metrics. The KPI provided herein is illustrative of the project scope and requirements. Offerors shall provide policy solutions and responses that are designed to cover the flexible project needs.	La nature dynamique de la chaîne d'approvisionnement appuyée et les mandats changeants de PEPFAR ou des homologues des pays partenaires entrainent des constants changements dans les données à suivre/rapporter. Les KPI fournis ici illustrent la portée et les exigences du projet. Les offrants doivent fournir des solutions politiques et des réponses conçues pour couvrir les besoins flexibles du projet.
Security: the selected subcontractor shall maintain a complete security plan which will include sufficient precautions to ensure that no unauthorized personnel have access to the	***Sécurité****:* le sous-traitant sélectionné doit maintenir un plan de sécurité complet qui comprendra des précautions suffisantes pour s'assurer qu'aucun personnel non autorisé n'a accès aux marchandises

commodities being stored and/or transported. Chemonics reserves the right to verify whether such a security plan is in place and to modify as deemed necessary. Failure to maintain and implement the approved security plan as required shall be deemed a breach of contract. Subcontractor must continually assess security in the operating environment and must communicate all changes or concerns immediately to Chemonics (within 24 hours).	stockées et/ou transportées. Chemonics se réserve le droit de vérifier si un tel plan de sécurité est en place et de le modifier si nécessaire. Le défaut de maintenir et de mettre en œuvre le plan de sécurité approuvé tel que requis sera considéré comme une violation du contrat. Le sous-traitant doit continuellement évaluer la sécurité de l'environnement d'exploitation et doit immédiatement informer Chemonics de tout changement ou préoccupation (dans les 24 heures).
***Insurance*:** the selected subcontractor shall be responsible for damage or loss of the consignment within the warehouse and/or between the point of origin and the destination and shall maintain insurance on an all risk basis for commodities in its care, custody and control. Insurance must include but is not limited to: a. Handling damage, breakage en-route; b. Theft by forcible and/or violent means (including armed robbery); c. Short delivery or non-delivery (including any endorsed PODs stating stock shortage or damage); d. Internal staff pilferage of any stock; e. Force majeure;	***Assurance***: le sous-traitant sélectionné est responsable des dommages ou de la perte de l'envoi dans l'entrepôt et/ou entre le point d'origine et la destination et doit maintenir une assurance sur la base de tous les risques pour les produits dont il a la garde, la garde et le contrôle. L'assurance doit inclure, mais n'est pas limitée à: a. Manipulation des dommages, casse en route; b. Vol par des moyens violents et / ou violents (y compris vol à main armée); c. Livraison ou non-livraison rapide (y compris tout POD avalisé indiquant une rupture de stock ou un dommage); d. Le chapardage du personnel interne de tout stock; e. Force majeure;
The selected subcontractor will be presented annually to Chemonics. Insurance coverage quotes must include: a. Coverage: all risks including Fire, Theft, Dishonest Acts, Quake, Food, and Wind as well as War Clauses and Strikes clauses as applicable; b. Details on deductibles and exclusions and who is responsible for paying them;	Le sous-traitant sélectionné sera présenté annuellement à Chemonics. Les offres de couverture d'assurance doivent inclure: a. Couverture: tous les risques, y compris les clauses d'incendie, de vol, de malhonnêteté, de tremblement de terre, de nourriture et de vent, ainsi que les clauses de guerre et les avertissements, selon le cas; b. Détails sur les franchises et les exclusions et qui est responsable de les payer;
The selected subcontractor shall maintain liability insurance adequate to cover commercial liability, workman's compensation, auto liability, and third party claims for death, personal injury or loss or damage to property arising out of, or in	Le sous-traitant sélectionné doit souscrire une assurance de responsabilité civile couvrant la responsabilité civile professionnelle, l'indemnisation des accidents du travail, la responsabilité civile automobile et les réclamations de tiers en cas de décès, de blessures corporelles, de pertes ou dommages

connection with, the provision of services under this subcontract or all vehicles or other equipment owned or leased by the subcontractor, its employees, officers, agents or third-party-contractors performing the work or services in connection with this subcontract.	matériels résultant de, ou en relation avec ou tous les véhicules ou autres équipements appartenant ou loués par le sous-traitant, ses employés, agents, agents ou tiers-entrepreneurs exécutant le travail ou les services dans le cadre du présent contrat de sous-traitance.
***Reporting*:** The subcontractor shall submit a report on all goods stored, transported, and delivered at the end of each biweekly cycle. Reports shall be submitted to the Technical Advisor, or his/her designee within three (3) business days after the end of each cycle.	***Rapportage*** *:* Le sous-traitant doit soumettre un rapport sur toutes les marchandises stockées, transportées et livrées à la fin de chaque cycle de deux semaines Les rapports doivent être soumis au (à la) Conseiller(e) Technique ou à son représentant dans les trois (3) jours ouvrables suivant la fin du cycle.
The subcontractor will issue an invoice to Chemonics International/GHSC-TA Francophone TO for each STO for each distribution cycle completed. The invoice must include the details of the STO and copies of supporting documentation including signed PODs and all other deliverables. Payment will not be made without these deliverables and supporting documentation.	Le sous-traitant émettra une facture à Chemonics International / GHSC-TA Francophone TO pour chaque STO pour chaque cycle de stockage et distribution complété. La facture doit inclure les détails conformément au STO et des copies de la documentation à l'appui, y compris les POD signés et tous les autres produits livrables. Le paiement ne sera pas effectué sans ces livrables et documents à l'appui.
1. End of Scope of Work –	- Fin de termes de référence -
II.3. Deliverables	**II.3 Biens livrables**
The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.	L'offrant retenu doit livrer à Chemonics les produits livrables suivants, conformément à l'échéancier indiqué au point II.4 ci-dessous.
Deliverable No. 1: Daily Distribution Updates	Livrable n ° 1: Mises à jour quotidiennes de la distribution
The subcontractor shall provide daily activity update covering the health facilities delivered and the health facilities yet to be delivered.	Le sous-traitant doit fournir une mise à jour quotidienne des activités couvrant les établissements de santé livrés et les établissements de santé qui doivent encore être livrés.
Deliverable No. 2: Notification of Shipment Receipt	Livrable n ° 2 : Notification de réception de l'expédition
The subcontractor shall sign the POD from GHSC-PSM or GHSC-RTK's 3PL at time of receipt or no more than 48 hours certifying that delivery was made as indicated on the POD document and noting any shortage or damages. Further stock discrepancies can and	Le sous-traitant doit signer le POD du GHSC-PSM ou du 3PL de GHSC-RTK au moment de la réception ou pas plus de 48 heures certifiant que la livraison a été effectuée comme indiqué sur le document du POD et notant toute pénurie ou dommage. D'autres écarts de stock peuvent et doivent être signalés au GHSC-TA

must be reported to GHSC-TA Francophone To up to 10 days after delivery. The Subcontractor shall provide email notification of delivery of product(s) to the warehouse within 48 hours of receipt of goods with scanned copies of PODs. Deliverable No. 3: Signed Proof of Acceptance report The subcontractor shall provide within 10 business days a detailed acceptance and/or rejection report including batches and quantities that are proposed to be rejected, stock discrepancies and quality concerns. The Acceptance Report shall include the following information: • Name of product(s) • Unit sizes • Quantity of each product received • Expiration dates and batch number • Any damage to products, packaging, and/or shipping units • Any discrepancy in what was received and what is on the product documentation The acceptance report should be accompanied with the inventory management invoice(s). Deliverable No. 4: Inventory Updates The subcontractor shall provide on each second and fourth Friday of the month the inventory on hand, and at minimum quantities issued, losses/adjustments for each product. Deliverable No. 5: Last Mile Distribution PODs The subcontractor shall provide scanned, signed PODs, latest 48hrs after completing the distribution, to the GHSC-TA Francophone TO Field Office and original copies to be submitted with the invoice and activity report. Deliverable No. 6: Activity Reports	Francophone TO jusqu'à 10 jours après la livraison. Le sous-traitant doit fournir une notification par courrier électronique de la livraison des produits à l'entrepôt dans les 48 heures suivant la réception des marchandises avec des copies numérisées des POD. Livrable n ° 3: Rapport de preuve d'acceptation signé Le sous-traitant doit fournir dans les 10 jours ouvrables un rapport détaillé d'acceptation et / ou de rejet, y compris les lots et les quantités dont le rejet est proposé, les écarts de stock et les problèmes de qualité. Le rapport d'acceptation doit contenir les informations suivantes : (i) Nom de(s) produits (ii) Taille de l'unité (unité de stock) (iii) Quantité de chaque produit reçue (iv) Date d'expiration et numéro de lot (v) Tout dommage aux produits, à l'emballage et / ou aux unités d'expédition (vi) Tout écart dans ce qui a été reçu et ce qui est sur la documentation du produit Le rapport d'acceptation doit être accompagné de la/des facture(s) de gestion des stocks. Produit livrable no 4: Rapports d'inventaire Le sous-traitant doit fournir chaque deuxième et quatrième mardi du mois le stock disponible et au minimum les quantités sorties, les pertes/ajustements pour chaque produit. Produit livrable no 5: PODs de distribution du dernier kilomètre Le sous-traitant doit fournir des POD numérisés, signés, au plus tard 48 heures après avoir terminé la distribution, au bureau pays de GHSC-TA Francophone TO et des copies originales doivent être soumises avec la facture et le rapport d'activité. Livrable n ° 6: Rapports d'activité

At the end of each delivery runs, the subcontractor shall submit the distribution report and the summary table showing the quantity delivered to each final recipient versus quantity planned and documenting any major constraints encountered and/or best practices implemented.

Deliverable No. 6: Invoices

The subcontractor will issue an invoice to Chemonics/GHSC-TA Francophone TO for each purchase order for each inventory cycle and/or distribution cycle completed. The invoice must include the details of the load transported/distributed and copies of supporting documentation including signed PODs and all other deliverables. Payment will not be made without these deliverables and supporting documentation.

Deliverable No. 7: Subcontractor Manuals

The subcontractor will provide copies of relevant manuals, including copies of security procedures and distribution Standard Operating Procedures that meet WHO guidelines within three (3) months of being selected.

Deliverable No. 8: Other as may be needed, TBD at time of award

Chemonics may require additional deliverables based on offerors' proposal(s) that will be determined during negotiations, and preceding award.

II.4. Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1	Daily Distribution Updates	Daily during each approved distribution

À la fin de chaque cycle de livraison, le sous-traitant doit soumettre un rapport de distribution et le tableau récapitulatif indiquant la quantité livrée a chaque récipiendaire finale versus quantité planifiée, documentant les contraintes majeures rencontrées et les bonnes pratiques appliquées.

Livrable n ° 6: Factures

Le sous-traitant émettra une facture à Chemonics / GHSC-TA Francophone TO pour chaque commande d'achat pour chaque cycle de distribution complété. La facture doit inclure les détails de la charge transportée / distribuée et des copies de la documentation à l'appui, y compris les POD signés et tous les autres produits livrables. Le paiement ne sera pas effectué sans ces livrables et documents à l'appui.

Livrable n ° 7: Manuels du sous-traitant

Le sous-traitant fournira des copies des manuels pertinents, y compris des copies des procédures de sécurité et des procédures opérationnelles standard de distribution qui respectent les directives de l'OMS dans les trois (3) mois suivant leur sélection.

Livrable n ° 8: Autre, selon les besoins, à déterminer au moment de l'attribution

Chemonics peut exiger des produits livrables supplémentaires en fonction de la ou des propositions des offrants qui seront déterminées au cours des négociations et des attributions précédentes.

II.1. Calendrier des livrables

L'offrant retenu doit soumettre les produits livrables décrits ci-dessus conformément au calendrier des produits livrables suivant:

Livrable Number	Deliverable Name	Due Date
1	Mises à jour quotidiennes de la distribution	Quotidiennement durant la distribution approuvée des

		of commodities for GHSC-TA			produits de santé de GHSC-TA.
2	Notification of Shipment Receipt	48 hours after shipment arrival	2	Notification de réception de l'expédition	48 heures après l'arrivée de l'expédition.
3	Signed Proof of Acceptance	Ten (10) business days after shipment arrival	3	Rapport de preuve d'acceptation signé	Dix (10) jours ouvrables après l'arrivée de l'expédition
4	Inventory Updates	2nd and 4th Friday of the month	4	Rapports d'inventaire	2ieme et 4eme vendredi du mois
5	LMD PODs	Scanned: 48 hours after completion of approved distribution Original: four (4) business days	5	PODs de LMD	Scanné: 48 heures après la fin de la distribution approuvée Original: quatre (4) jours ouvrables
6	Distribution Reports	Two (2) business days after completion of approved distribution	6	Rapports de distribution	Deux (2) jours ouvrables après la fin de la distribution approuvée
7	Invoices	Two (2) business days after completion of receiving & inspection and/or approved distribution	7	Factures	Deux (2) jours ouvrables après la fin de la distribution approuvée
8	Subcontractor Manuals	Within three (3) months of being selected	8	Manuels du sous-traitant	Dans les trois (3) mois suivant la sélection
9	Other (TBD) Deliverables	TBD	9	Autre Livrables (A determiner)	A determiner

*Deliverable numbers and names refer to those fully described in II.3 above.	* Les numéros et noms délivrables se réfèrent à ceux décrits en détail au point II.3 ci-dessus.
Section III Indefinite Quantity Subcontract (Terms and Clauses)	**Section III Indefinite Quantity Subcontract (Terms and Clauses)**
Should Chemonics award an Indefinite Quantity Subcontract (IQS) to one or more successful offeror(s), the following terms and conditions of the attached draft IQS will apply and govern the contractual relationship(s) between Chemonics and the successful offeror(s). Chemonics, at its own discretion, reserves the right to modify these terms at any time during the IQS period of performance.	Si Chemonics attribue un contrat de sous-traitance indéterminé (IQS) à un ou plusieurs offrant (s) retenu (s), les termes et conditions suivants d'IQS ci-joint s'appliqueront et régiront les relations contractuelles entre Chemonics et le ou les offrants retenus. Chemonics, à sa discrétion, se réserve le droit de modifier ces conditions à tout moment au cours de la période d'exécution d'IQS.

INDEFINITE DELIVERY/INDEFINITE QUANTITY SUBCONTRACT

Between

CHEMONICS INTERNATIONAL INC.

And

TBD
Hereinafter referred to as Subcontractor

for

USAID GLOBAL HEALTH SUPPLY CHAIN PROGRAM—TECHNICAL ASSISTANCE FRANCOPHONE TASK ORDER (GHSC-TA FRANCOPHONE TO)
IDIQ PRIME CONTRACT NO. AID-OAA-I-15-00030
TASK ORDER NO. AID-OAA-TO-17-00006

Subcontract number: *GHSC-TA-XXX-XXXXX*
Start Date: XX, 2020
End Date: XX, 202X
IQS Ceiling:

ISSUED BY:
Chemonics International Inc.

ISSUED TO:
TBD

Subcontractor Tax ID (NIUT) Number:

Subcontractor DUNS Number:

Contents

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for consideration stated herein.
The rights and obligations of the parties to this indefinite quantity subcontract and any orders issued hereunder shall be subject to and governed by the following documents: (a) this subcontract; (b) such provisions and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.).

For: Chemonics International Inc.	For: { Subcontractor's name}
By:	By:
_____	_____
{name}	{name}
{title of officer}	{title of officer}
Date Signed:	Date Signed:
Place Signed:	Place Signed:

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

Section A. Background, Scope of Work, Deliverables

A.1. Background

The goal of the USAID Global Health Supply Chain – Technical Assistance (GHSC-TA) Francophone Task Order (TO) is to improve the ability of professionals and institutions in select Francophone countries, including the Democratic Republic of Congo, to manage and maintain the integrity of supply chain systems. The project aims to strengthen country management of health commodities, providing the full range of technical assistance needed to ensure the long-term availability of health commodities in public and private services worldwide for health elements including HIV, family planning, malaria, maternal and child health, and tuberculosis.

The purpose of this Indefinite Quantity Subcontract (IQS) is to facilitate a) transportation and distribution of non-cold chain health commodities and b) storage as needed for distribution- related layovers (prior to the start of transit, during transit, or after transit and unloading) in the DRC. The subcontractor will be responsible for facilitating the transportation of these health products and other items from designated regional warehouses to storage facilities at the health zone level. The number of recipients and geographical areas are subject to change.

A.2. Scope of Work

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

A.4. Deliverables

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

A.5. Deliverables Schedule

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

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

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

Section B. Subcontract Type and Orders

B.1 Subcontract Type

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the services specified in the SOW of this subcontract in accordance with B.5 Minimum Order Guarantee and Maximum Subcontract Ceiling.

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

B.2 Sub-Task Order Prices

Sub-task orders will contain the following: (1) 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-TA Francophone TO representative named below or as specified in each sub-task order for a single or group of deliverables.

To be completed based on the negotiated proposal.

The afore rates/prices shall cover all expenses related to the provision of the scope of work under Section A and deliverables under Section A.4, and subsequently set forth in sub task orders issued under the IQS.

B.3 Minimum Obligated Amount

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

B.4 Maximum Ordering Amount

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

Section C. Ordering Procedures

C.1. Ordering – General

(a) Any services to be furnished under this IQS shall be ordered by issuance of orders by Chemonics. Such orders may be issued from the effective date of this subcontract through its expiration.

(b) All orders are subject to the terms and conditions, including clauses incorporated by reference, of this IQS subcontract. In the event of conflict between terms and conditions of a purchase order and of this subcontract, the terms and conditions of this subcontract shall control.

(c) Activities under the orders may be authorized orally by the Chemonics authorized representative and/or confirmed through the submission of a delivery order in writing.

(d) Orders are subject to any terms, conditions, and/or limitations which may be imposed by Chemonics or USAID. Any orders that include a period of performance that exceeds the estimated completion date of the 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 purchase order.

C.2. Sub Task Orders (STOs) Contents

Each STO shall specify at a minimum the following sections:

A.1 Sub-Task Order number;
A.2 Effective date of the Task Order;
A.3 Receiving and inspection schedule (if required)
A.4 Inventory management plan and cost (if required)
A.5 Distribution plan/delivery order for the health commodities services
A.6 Unit rates for each geographic zone and/or type of vehicle(s) required per distribution cycle
A.7 Deliverables and Deliverables Schedule;
A.8 Technical Directions;
A.9 Term of Performance of the Sub Task Order;
A.10 Firm Fixed Prices;
A.11 Any task order-specific performance standards;
A.12 Any task order specific requirements and relevant information
A.13 Name and Signature of authorized representative verifying and confirming information in the sub task order;
A.14 Other Clauses as may be required for Specific STOs.

C.3. Ordering Procedure

As the need for the Subcontractor's services and expertise arise in the course of the project:

(a) Chemonics authorized representative or his/her designee will issue the Order at least two (2) days before the commencement of a delivery.
(b) The Subcontractor shall confirm the distribution plan/delivery order one (1) day before the expected date of the distribution.

C.4. Performance of Orders

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

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

(c) Under no circumstance shall any adjustments authorize the Subcontractor to be paid any sum in excess of the order unless modified based on documented and verified fixed unit rates as approved during the distribution by the authorized Chemonics representative.

(d) In the event of a wrong delivery due to an error by the Subcontractor, the Subcontractor shall be responsible for the cost of retrieval and delivery to the appropriate location. In the event of wrong delivery due to mislabeling at the fault of Chemonics and as authorized by the GHSC-TA Francophone TO representative, the Subcontractor shall retrieve the product and deliver it to the appropriate destination. In such cases, the order shall be modified to reflect the additional cost based on the agreed upon fixed unit rates.

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

(f) Strict adherence to warehousing standards and effective inventory controls, the distribution plan(s)/delivery order(s) and vehicle specifications outlined in Section A.2 are material conditions of any order issued hereunder. The Subcontractor shall store the commodities in the appropriate warehouses. If the Subcontractor is unable to comply with a distribution plan/delivery order and/or corresponding vehicle requirements, they shall immediately notify the designated GHSC-TA Francophone TO representative for instructions on how to proceed, providing the details and causes of the difficulty in complying and mitigating actions taken, if any. Such notice will not reduce or limit any of Chemonics' rights or remedies arising out of the Subcontractor's noncompliance.

If the Subcontractor is granted clearance to proceed with an alternate distribution plan/delivery order and/or vehicle(s), clearance will be provided by the GHSC-TA Francophone TO representative by telephone and promptly confirmed in writing.

(g) Distributions under each order shall be monitored carefully and the Subcontractor shall rapidly address any issues that arise, including but not limited to vehicle breakdown, lagging delivery times, or security. Should any issues arise, Subcontractor shall immediately notify the designated Chemonics representative with proposed mitigation/management measures.

(h) In the event that the Subcontractor fails to notify Chemonics of any issues, if they are unable to comply with the distribution plan/delivery order and/or vehicle requirements, or if they proceed without being granted clearance for an alternate plan and/or vehicle(s), the Subcontractor shall not be paid for those specified deliveries. Furthermore, Chemonics shall have the right to summary termination of the fixed price order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service) referenced in Section C.6., Changes, Termination and Stop Work, and incorporated by reference in Section CC herein.

C.5. Ordering Limitations

All orders may only be issued within the effective period of this IQS.

C.6. Changes, Termination and Stop Work

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

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

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

Section D. Reporting and Technical Direction

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

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

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

Section E. Period of Performance

(a) The IQS period of performance begins on the effective date of the Subcontract for a period of one (1) year.

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

(c) In the event that the Subcontractor fails to make progress so as to endanger performance of this IQS and any order, or is unable to fulfill the terms of this IQS and/or any order by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this IQS upon written notice to the Subcontractor in accordance with the

incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

Section F. Invoicing and Payment

Upon the Chemonics authorized representative's, as identified above or in the order, acceptance of the contract deliverables described in each fixed price purchase order, the Subcontractor shall submit an original invoice to GHSC-TA Francophone TO for payment. The invoice shall be sent to the attention of Chemonics authorized representative and shall include the following information: a) subcontract number, b) deliverables delivered and accepted as well as copies of all reports and required documentation c) total amount due; and d) payment information corresponding to the authorized account listed in below.

Payment Account Information

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

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

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

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

Section G. Branding Policy and Reporting Requirements

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. Insurance

The Subcontractor(s) shall be responsible for the insurance for the business and shall provide copies of the insurance certificates to Chemonics.

Insurance maintained shall include:

- Cargo liability coverage for transit, forwarding and storage for cargo damages or losses from time the goods are received by the organization until they are delivered to the final destination country; or for which the organization may be contractually responsible for; quotes and time commitment to attain full replacement value insurance at 110% Cost, Insurance and Freight for the commodities being transported for the duration of the activity shall be provided prior to commencement of each distribution cycle. This insurance shall be payable to Chemonics International and shall meet further requirements herein.
- Any cargo insurance purchased by the Subcontractor as well as General Liability Insurance cover will include a waiver of underwriter's rights of subrogation against Chemonics except for circumstances where Subcontractor is not liable or responsible for any loss or damage;
- A clause allowing Chemonics to be informed and receive a written notice from the Insurance Company thirty (30) days prior to any cancellation or modification in the insurance coverage.
- Commercial general liability insurance with a combined bodily injury and property damage (other than goods/products) which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury;
- Comprehensive logistics liability insurance in order to cover its contractual liability including but not limited to:
    a. Errors and Omissions liability
    b. Fidelity/crime insurance covering acts and incidents that are related to blue-collar workers including third party coverage;
    c. Freight forwarder/Cargo liability coverage for transit, forwarding and storage for cargo damages or losses from time the goods are received by the subcontractor until they are delivered to the final destination; or for which the organization may be contractually responsible for;
- Employer's liability insurance in accordance with the applicable laws of Togo;
- Workers' compensation insurance in accordance with the applicable laws of Togo;
- Comprehensive liability insurance for vehicles or other equipment operated, owned or leased by the Subcontractor for the provision of services in accordance with the applicable laws.

Section K. Liability for Lost or Damaged Goods

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

1) In performing the services pursuant to this agreement, the Subcontractor shall be liable for any losses, damages, expenses and/or claims incurred by Chemonics ("Claims"). The Subcontractor shall be liable for any loss or damage to the goods attributable to the fault of the Subcontractor, its employees or its contracted third parties. The Subcontractor shall be liable for, and Chemonics' claim shall be based on, the market value ex factory of the goods, plus freight and insurance, that were lost or damaged, plus:

a) the value of any tax, duty, charge and/or penalty on or related to the goods that may be claimed by customs authorities and/or other governmental as a direct result of the act and/or omission of the Subcontractor;
b) reasonable legal fees and other expenses incurred by Chemonics as a direct result of the act and/or omission of the Subcontractor.

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

b. Notice of Loss or Damage

The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor's SOPs while the goods are in Subcontractor's care, until the goods are transferred to Chemonics' identified recipient.

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

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

Section L. Indemnity and Subcontractor Waiver of Benefits

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

Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Subcontract and to which Chemonics is or

may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability for which Chemonics is indemnified hereunder.

Section M. Compliance with Applicable Laws and Regulations

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

The Subcontractor shall not communicate with Chemonics' client in connection with this Subcontract, except as expressly permitted, in writing, by Chemonics. All approvals required from USAID shall be obtained through Chemonics.

This provision does not prohibit the Subcontractor from communicating with the client with respect to:

(a) matters the Subcontractor is required by law to communicate to the U.S. Government;
(b) an ethics or anti-corruption matter;

(c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or

(d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

Section O. Protecting Chemonics' Interests when Subcontractor is Names on the Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred, or Excluded from Receiving Federal Funds

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

(a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or

(c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

Section P. Governing Law and Resolution of Disputes

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

(b) *Disputes based on Client Actions.*

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

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

(c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of

arbitration, including attorneys' and experts' fees. An arbitration decision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

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

(e) *Limitations*. Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed $700,000. 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 Q. Set-Off Clause

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

Section R. Assignment and Delegation

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

Section S. Organizational and Conflicts of Interest

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

Section T. Gratuities and Anti-Kickback

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

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

Section U. Terrorist Financing Prohibition/Executive Order 13224

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with

terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at http://treasury.gov/ofac. It is the legal responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under this subcontract.

Section V. Restrictions on Certain Foreign Purchase (FAR 52.225-13)

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

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

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

Section W. Compliance with U.S. Export Laws

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

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

(a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
(b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

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

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

Section Y. Subcontractor Performance Standards

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

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

(c) Chemonics will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:
1) Business meetings between the subcontract team, Chemonics and/or USAID
2) Feedback from key partners
3) Site visits by Chemonics personnel
4) Meetings to review and assess periodic work plans and progress reports
5) Reports

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

(e) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract against monthly key performance indicators ("KPI"). KPIs will be used as a basis for continuous improvement efforts by the Subcontractor. Regular performance reviews will be held between the Subcontractor and Chemonics/GHSC-TA Francophone TO. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts and to inform performance improvement. Failure to make progress to address performance concerns, failure to meet any KPI, and product/commodity loss or damage may result in termination of the Subcontract. The KPIs will be measured according to the method described in the detailed Performance Indicator Reference Sheets (PIRS). The PIRs and the table below may be updated and agreed between the parties from time to time. If the Subcontractor fails to meet any KPI, the timelines for addressing the deficiency as agreed within the corrective action plan will take effect.

Illustrative Key Performance Indicators

	Key Performance Indicators	Definition
Warehousing Services Key Performance indicators		
1	Receiving timeliness	Percentage of PODs signed Chemonics as stated in scope of work
2	Inventory accuracy rate	Percentage of stock balances recorded on a stock ledger, bin card, or automated system that are similar to the actual inventory on hand.
3	Compliance to storage requirements	Percentage of storage conditions that meet the set criteria, per WHO and warehousing health commodities guidelines
4	Stock rotation and control (stock wastage due to expiration or damage)	Percentage of stock for a product that is unusable because of expiration or damage out of the total quantity of stock on hand of that product, at a defined point in time (e.g., site visit, supervisory visit, physical inventory).
Distribution Services Key Performance Indicators		

5	On time delivery to health facilities	Number and percentage of deliveries that are made on time to service delivery points in a distribution cycle
6	On-time rendition of PODs	Compliance to submission of POD to Chemonics as stated in scope of work
7	LMD order fulfilment rate	Number and quantity of pro ducts as captured in delivery order and quantity and quantity on a signed POD
8	Shipping accuracy	Percentage of lines or stockkeeping units (SKUs) (products) that were shipped without error out of all lines or SKUs shipped during a defined period of time
9	Container capacity utilization	Percentage of vehicle/container capacity used out of the maximum available by weight or volume

Furthermore, the Subcontractor will be evaluated for:

Quality and timeliness of work. Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks.
Responsiveness to Chemonics' requests. Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.
Quality of financial management. Demonstrates cost control in meeting subcontract requirements. Complies with federal acquisition cost principles in terms of allowability, allocability and reasonableness of costs.
Quality of subcontract administration. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner.

Section Z. Subcontractor Employee Whistleblower Rights

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

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

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

Section AA. Reporting on Subcontractor Data Pursuant to the Requirements of the Federal Funding Accountability and Transparency Act

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

(b) Subcontractor's Responsibility to Report Identifying Data.
Within 7 days of an award of a subcontract or sub-task order with a value of $30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6. If the Subcontractor maintains a record in the System for Award Management (www.SAM.gov), the Subcontractor shall keep current such registration, including reporting of executive compensation data, as applicable. If reporting of executive compensation is applicable and the Subcontractor does not maintain a record in the System for Award Management, Subcontractor shall complete the "FSRS Reporting Questionnaire and Certification" found in Section I.6 within 7 days of each anniversary of the subcontract award date.

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

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

Section BB. 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 Country Director or his/her designee.

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

DD.1 Incorporation of FAR and AIDAR Clauses

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

DD.2 Government Subcontract

(a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

a) "Commercial Item" means a commercial item as defined in FAR 2.101.
b) "Contract" means this Subcontract.
c) "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.
d) "Contractor" Subcontractor 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.
e) "Prime Contract" means the contract between Chemonics and the U.S. Government.
f) "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

DD.3 Notes

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

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

DD.4 Modifications Required by Prime Contract

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

DD.5 Provisions Incorporated by Reference

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

Clause Number	Title	Date	Notes and Applicability
52.202-1	DEFINITIONS	NOV 2013	All subcontracts regardless of value
52.203-3	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than $150,000 (Note 1 applies)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than $150,000 (Note 1 applies)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than $150,000 (Note 2 applies)
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than $150,000 (Note 2 applies)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	All subcontracts > $5,000,000 with a period of performance of 120 days or more. Disclosures

Clause Number	Title	Date	Notes and Applicability
			made under this clause shall be made directly to the Government entities identified in the clause.
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007	All Subcontracts > $5,000,000 except those performed entirely outside of the U.S. (Note 8 applies)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013	All Subcontracts equal to or greater than $150,00
52.204-06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUL 2013	All Subcontracts equal to or greater than $30,000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	JUL 2013	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.
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	DEC 2014	All subcontracts regardless of value (Note 1 applies)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > $30,000. (Note 2 applies)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
52.215-2	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts > $150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
52.215-11	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.)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > $700,000 and is not otherwise exempt under FAR 15.403.
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > $700,000 and is not otherwise exempt under FAR 15.403.
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract > $150,000. Delete paragraph (b) of the clause.
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
52.215-16	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.
52.215-17	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.

Clause Number	Title	Date	Notes and Applicability
52.215-18	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.)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts > $150,000. (Notes 1, 2 and 4 apply.)
52.216-7	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	JUN 2013	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Purchase 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.)
52.216-8	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.)
52.216-10	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
52.216-11	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.)
52.216-18	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-19	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.216-22	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert “30 days” as *the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.)*
52.217-9	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.)

Clause Number	Title	Date	Notes and Applicability
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013	Applies to all Subcontracts >$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	JUL 2013	Applies if this Subcontract > $650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause *does not* apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts > $150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
52.222-3	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >$3,000 involving some or all performance in the U.S.
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
52.222-26	EQUAL OPPORTUNITY	MAR 2007	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	Applies to all Subcontracts regardless of type or value.
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010	Applies if this Subcontract exceeds $15,000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010	Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts > $10,000. *Does not* apply to Subcontracts performed *entirely* outside the U.S. *Does not* apply to Subcontracts issued to *non-U.S. firms* where the work is performed entirely outside the U.S. (Note 8 applies.)
52.222-50	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	MAR 2015	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)

Clause Number	Title	Date	Notes and Applicability
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013	Applies to Subcontracts > $3,000 *except for* a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. (Note 8 applies.)
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies if this Subcontract > $3,000. (Note 8 applies.)
52.225-1	BUY AMERICAN ACT -- SUPPLIES	FEB 2009	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract >$150,000. (Notes 4 and 7 apply.)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract >$150,000. (Notes 2 and 4 apply.)
52.227-9	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
52.227-14	RIGHTS IN DATA - GENERAL	DEC 2007	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
52.228-4	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.
52.228-7	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
52.228-9	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)
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	JUN 2003	Applies to Fixed Price Subcontracts of any value.
52.229-8	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.
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012	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.
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2012	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United

Clause Number	Title	Date	Notes and Applicability
			States" means "United States or Chemonics." Delete paragraph (b) of the clause.
52.230-4	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.
52.230-5	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	MAY 2012	"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.
52.230-6	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.
52.232-20	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.
52.232-22	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.)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
52.237-8	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.
52.237-9	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > $700,000, regardless of subcontract type.
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS		Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.242-15	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Apples to Fixed Price Subcontracts of any value.

Clause Number	Title	Date	Notes and Applicability
52.243-2	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
52.243-3	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.
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013	Applies to Subcontracts for commercial items only.
52.245-1	GOVERNMENT PROPERTY (APR 2012) (ALT I)	APR 2012	"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.
52.246-3	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"
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
52.246-5	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).)
52.246-6	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.)
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts for $150,000 or more.
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-6	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.
52.249-8	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-14	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)		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		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		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.)	OCT 1998	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)

Clause Number	Title	Date	Notes and Applicability
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7014	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.

Clause Number	Title	Date	Notes and Applicability
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add “Alternate 1 (6/2008)” to the clause name.

Section DD. Sub-Task Order Template

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

1. Issued by:	**2. Issued to:**
Chemonics International Inc. (Insert Chemonics' address) (Insert City, State Zip code)	[Insert Name of Subcontractor]
3. Indefinite Quantity Subcontract (IQS) Number:	[Insert IQS No.]
4. Sub-Task Order Number:	[Insert Sub-TO No]
5. Prime Contract and Task Order Number:	[Insert Prime TO No.]
6. Sub-Task Order Contents	
A.1 BACKGROUND A.2 STATEMENT OF WORK A.3 DELIVERABLES AND DELIVERABLES SCHEDULE A.4 TECHNICAL DIRECTIONS A.5 TERM OF PERFORMANCE A.6 CONTRACT TYPE A.7 FIRM FIXED PRICES A.8 KEY PERSONNEL	
The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.	
Name: Title:	Name: Title:
TBD	Chemonics International Inc.
By (signature)	By (signature)
Date:	Date:

A.1 BACKGROUND

The work and deliverables outlined under Sections A.2 and A.3 below are to be completed in support of Prime IQS No. GHSC-TA-XXX-XXXX, and Prime Task Order TBD.

A.2 STATEMENT OF WORK

TBD

A.3 DELIVERABLES AND DELIVERABLES SCHEDULE

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

Line Item	Origin	Destination	Weight Tier of Cargo	Volume to be Transported)	Size of Vehicle Required	Type of Vehicle Required (if applicable)	GHSC-TA FTO Representative Contact Information

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

Deliverable No. 1: TBD

TBD

Deliverable No. 2: TBD

TBD

c) Deliverables Schedule

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

Deliverable No.*	Deliverable Name*	Due Date
1	TBD	TBD
2	TBD	TBD

*Deliverable numbers and names refer to those fully described in Section A.3.b, above.

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

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

A.4 TECHNICAL DIRECTIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Sections A.2 and A.3, above, under the general technical direction of the TBD, or his/her designee. The TBD, or his/her designee will be responsible for monitoring the Subcontractor's performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price sub-task order.

A.5 TERM OF PERFORMANCE

a) The period of performance for this sub-task order is from TBD to TBD The Subcontractor shall deliver the deliverables set forth in Section A.3 in accordance with the Statement of Work in Section A.2 to the TBD in accordance with the schedule stipulated therein.

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

A.6 CONTRACT TYPE

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

A.7 FIRM FIXED PRICE

a) As consideration for the delivery of all of the products and/or services stipulated in Section A.2 and A. 3, Chemonics will pay the Subcontractor a total of TBD. This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.5, Period of Performance. Chemonics will pay the total price of each deliverable upon the Subcontractor's

successful completion and delivery of each deliverable. Chemonics will make each payment subject to Section A.7(c), below, after Subcontractor's completion of the corresponding deliverable indicated in the following table, as priced:

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

b) Upon TBD's acceptance of the contract deliverables described in Section A. Statement of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program—Technical Assistance Francophone Task Order project for payment. The invoice shall be sent to the attention of TBD and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in TBD, per Section A.7(a)., above; and d) payment information corresponding to the authorized account listed in A.7(c), below. Payment will be made according to the terms described in the ordering Subcontract.

c) Chemonics shall remit payment according to the term specified in the ordering Subcontract and corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:
   1. Account name: TBD
   2. Bank name: TBD
   3. Bank address or branch location: TBD
   4. Account number: TBD

A.8 ADDITIONAL CLAUSES

TBD

Section FF.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts

Subcontractor Name:
Subcontract Number:
Subcontract Start Date:
Subcontract Value:

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

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

___Yes ___No

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

(i) **Subcontractor DUNS Number:**

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

___Yes ___No

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

___Yes ___No

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

___Yes ___No

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

1. Name:_____
   Amount:_____

2. Name:_____
   Amount:_____

3. Name:_____
   Amount:_____

4. Name:_____
   Amount:_____

5. Name:_____
   Amount:_____

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

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

(1) *Salary and bonus*.

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

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

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

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

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

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

Section GG. Representations and Certifications

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

[End of Subcontract]

Annex 1 Cover Letter

[Offeror: Insert date]

Global Health Supply Chain Program—Technical Assistance Francophone Task Order
Chemonics International Inc.

Reference: Request for Proposals # GHSC-TA-TOGO-001

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

Dear Chemonics,

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

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

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

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

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

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

Sincerely yours,

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

Annex 2 Guide to Creating Cost Proposal and Establishing Prices

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

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

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

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

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

Step 4: Write Cost Notes. Offerors should prepare cost notes to identify what specific types of costs are included in its proposed prices (for example, for each tier, the offer should specify if insurance, fuel, maintenance, labor, and so on, are included. The offeror is required to submit costs notes

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

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

Sample Price Table

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

COMPANY'S NAME												
RFP JULY 2017												
	Tier 0 [Kg]	Rate [$/kg]	Tier 1 [Kg]	Rate [$/kg]	Tier 2 [Kg]	Rate [$/kg	Tier 3 [Kg]	Rate [$/kg]	Tier 4 [Kg]	Rate [$/kg]	Tier 5 [Kg]	Rate [$/kg]
Ouest	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Centre	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Artibonite	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Nord	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Nord-Est	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Nord-Oues	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Sud	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Nippes	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Grand'Ans	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -
Sud-Est	0 - 4,999	$ -	5,000 - 14,999	$ -	15000 - 19,999	$ -	20000 - 24,999	$ -	25000 - 29,999	$ -	+30,000	$ -

Annex 3 Required Certifications

52.203-2 Certificate of Independent Price Determination

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

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

_____ (hereinafter called the "offeror")

(Name of Offeror)

(a) The offeror certifies that—

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

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

_____

(Applicant)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

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

_____(hereinafter called the "offeror")

(Name of Offeror)

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

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

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

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

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

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

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.209-5 Certification Regarding Responsibility Matters

Certification Regarding Responsibility Matters (Apr 2010)

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

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

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

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

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

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

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

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

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

(2) Examples.

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

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request

a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLEASE SIGN AND RETURN

Company Name_____

Signature _____ 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 # GHSC-TA-TOGO-001.

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: USAID Contract No. OAA-I-15-00030/AID-OAA-TO-17-00006

Project Name: Global Health Supply Chain – Technical Assistance Francophone Task Order

Primary NAICS Code: 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.

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

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

_____ _____
Signature and Title (required) Date

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

HUBZone Status has been verified in the System for Award Management database or Dynamic Small Business Database Search as of ____/____/____ conducted by: _____.

52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (January 2019)

The Offeror/Subcontractor Certifies that:

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

(2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
   a. An awareness program to inform subcontractor employees about the Government's policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
   b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
   c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
   d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
   e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

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

(4) After having conducted due diligence, either—

(i) To the best of the Offeror's/Subcontractor's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,

(ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name_____

Company Address_____

Signature_____ Printed Name _____

Title_____ Date_____

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

Annex 4 DUNS and SAM Registration Guidance

What is DUNS?

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

Why am I being requested to obtain a DUNS number?

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

Is there a charge for obtaining a DUNS number?

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

How do I obtain a DUNS number?

DUNS numbers can be obtained online at http://fedgov.dnb.com/webform/pages/CCRSearch.jsp 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 List of PEPFAR-supported Health Facilities

No	Region	District	Health Facility	Latitude	Longitude
1	Lomé	District 1	Centre de Santé Lome	6.13511000	1.22070000
2	Lomé	District 2	Centre de Santé Adakpame	6.17091000	1.28479000
3	Lomé	District 2	CHR Lome Commune	6.19150000	1.23668000
4	Lomé	District 2	CRIPS-Togo	6.15831000	1.26692000
5	Lomé	District 3	Action Contre Le Sida	6.14095000	1.25559000
6	Lomé	District 3	CMS Amoutive	6.14027000	1.22975000
7	Lomé	District 3	Hopital de Be	6.14096000	1.24619000
8	Lomé	District 4	HP Kodjoviakope	ND	ND
9	Lomé	District 4	Jade Pour La Vie	6.12956000	1.21130000
10	Lomé	District 5	CMS AMC (Aide Médicale et Charité)	6.18940000	1.20680000
11	Lomé	District 5	CMS Lucia (ANCIEN EVT)	6.20188000	1.19653000
12	Maritime	Agoe Nyive	CMS Agoenyive	6.22389000	1.21011000
13	Maritime	Agoe Nyive	CMS E2V	ND	ND
14	Maritime	Golfe	CMS Adidogome	6.18387000	1.16805000
15	Maritime	Golfe	CMS Confiance (FAMME)	ND	ND
16	Maritime	Golfe	CMS AST Baguida	6.17417000	1.32874000
17	Maritime	Lacs	Centre Hospitalier Préfectoral Aneho	6.23680000	1.60884000
18	Maritime	Yoto	CMS Soeurs de La Providence de Kouve	6.65420000	1.41280000
19	Maritime	Zio	CHR Tsevie	6.43173000	1.22277000
20	Plateaux	Ogou	Polyclinique Atakpame	7.50624000	1.15937000

WHO Technical Report Series, No. 957, 2010

Annex 5

WHO good distribution practices for pharmaceutical products

1. Introduction

Distribution is an important activity in the integrated supply-chain management of pharmaceutical products. Various people and entities are generally responsible for the handling, storage and distribution of such products. In some cases, however, a person or entity is only involved in and responsible for certain elements of the distribution process. The objective of these guidelines is to assist in ensuring the quality and identity of pharmaceutical products during all aspects of the distribution process. These aspects include, but are not limited to, procurement, purchasing, storage, distribution, transportation, repackaging, relabelling, documentation and record-keeping practices.

The storage, sale and distribution of pharmaceutical products are often carried out by various companies, institutions and individuals. This document sets out appropriate steps to assist in fulfilling the responsibilities involved in the different aspects of the distribution process within the supply chain and to avoid the introduction of counterfeits into the marketplace via the distribution chain. The relevant sections should be considered by various participants as applicable to the particular role that they play in the distribution of pharmaceutical products.

The nature of the risks involved is likely to be similar to that for risks encountered in the manufacturing environment, e.g. mix-ups, adulteration, contamination and cross-contamination. When the distribution chain is interrupted by manufacturing steps such as repackaging and relabelling, the principles of good manufacturing practices (GMP) should be applied to these processes.

Counterfeit pharmaceutical products are a real threat to public health and safety. Consequently, it is essential to protect the pharmaceutical supply chain against the penetration of such products. Weak points in the distribution processes of pharmaceutical products provide an avenue for counterfeit as well as illegally imported, stolen and substandard medicines to enter the supply chain. This is a concern in both developed and developing countries. The methods by which such products enter the supply chain have become increasingly complex and have resulted in the development of thriving secondary and grey markets throughout the world. The involvement of unauthorized entities in the distribution and sale of pharmaceutical products is a particular concern. Only a joint approach including all parties involved in the supply chain can be successful in the fight against counterfeit pharmaceutical products and, therefore, all parties active in the market should take an active part in collaborative activities.

Different models for the distribution of pharmaceutical products are used in different countries and sometimes within the same country, for example,

in the public and the private sector. These guidelines are intended to be applicable to all persons and outlets involved in any aspect of the distribution of pharmaceutical products from the premises of the manufacturer of the product to the person dispensing or providing pharmaceutical products directly to a patient or his or her agent. This includes all parties involved in trade and distribution of medicines, pharmaceutical manufacturers, including the manufacturers of finished products and pharmaceutical wholesalers as well as other parties such as brokers, suppliers, distributors, logistics providers, traders, transport companies and forwarding agents and their employees.

The relevant sections of these guidelines should also be considered for implementation by, among others, governments, regulatory bodies, international procurement organizations, donor agencies and certifying bodies, as well as all parties involved in any aspect of the trade and distribution of pharmaceutical products, including health care workers. The guidelines can also be used as a tool in the prevention of the distribution of counterfeit pharmaceutical products. It should, however, be noted that these are general guidelines which may be adapted to suit the prevailing situations and conditions in individual countries. National or regional guidelines may be developed to meet specific needs and situations in a particular region or country.

To maintain the original quality of pharmaceutical products, every party active in the distribution chain has to comply with the applicable legislation and regulations. Every activity in the distribution of pharmaceutical products should be carried out according to the principles of GMP, good storage practice (GSP) and good distribution practice (GDP) as applicable. These guidelines do not deal with all aspects of the standards for the storage of pharmaceuticals which are covered in the *WHO guide to good storage practices for pharmaceuticals* (*1*). The dispensing to patients is addressed in the WHO good pharmacy practice (GPP) guide (*2*). These guidelines should also be read in conjunction with other WHO guidelines *(3–6)*.

2. Scope of the document

This document lays down guidelines for the distribution of pharmaceutical products. Depending on the national and regional legislation on pharmaceuticals, these guidelines may apply equally to products for human and for veterinary use. The guidelines thus cover products for which a prescription is required by the patient, products which may be provided to a patient without a prescription, biologicals and vaccines. Although medical devices are not included in the definition of pharmaceutical products for the purposes of this document, the main principles established in this document may also be used where applicable for medical devices.

The document does not specifically cover GMP aspects of finished products in bulk, distribution of labels or packaging, as these aspects are considered to be covered by other guidelines (*3*).

The principles for the distribution of starting materials (active pharmaceutical ingredients (APIs) and excipients) are also not covered here. These are laid down in the WHO guidance *Good trade and distribution practices for pharmaceutical starting materials (7).*

3. Glossary

The definitions provided below apply to the words and phrases used in these guidelines. Although an effort has been made to use standard definitions as far as possible, they may have different meanings in other contexts and documents.

agreement

Arrangement undertaken by and legally binding on parties.

auditing

An independent and objective activity designed to add value and improve an organization's operations by helping the organization to accomplish its objectives by using a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

batch

A defined quantity of pharmaceutical products processed in a single process or series of processes so that it is expected to be homogeneous.

batch number

A distinctive combination of numbers and/or letters which uniquely identifies a batch, for example, on the labels, its batch records and corresponding certificates of analysis.

consignment

The quantity of pharmaceutical products supplied at one time in response to a particular request or order. A consignment may comprise one or more packages or containers and may include pharmaceutical products belonging to more than one batch.

container

The material employed in the packaging of a pharmaceutical product. Containers include primary, secondary and transportation containers.

Containers are referred to as primary if they are intended to be in direct contact with the product. Secondary containers are not intended to be in direct contact with the product.

contamination

The undesired introduction of impurities of a chemical or microbiological nature, or of foreign matter, into or on to a starting material, intermediate or pharmaceutical product during handling, production, sampling, packaging or repackaging, storage or transportation.

contract

Business agreement for the supply of goods or performance of work at a specified price.

counterfeit pharmaceutical product

A pharmaceutical product which is deliberately and fraudulently mislabelled with respect to identity and/or source. Counterfeiting can apply to both branded and generic products, and counterfeit pharmaceutical products may include products with the correct ingredients, with the wrong ingredients, without active ingredients, with an incorrect quantity of active ingredient or with fake packaging.

cross-contamination

Contamination of a starting material, intermediate product or finished pharmaceutical product with another starting material or product during production, storage and transportation.

distribution

The procuring, purchasing, holding, storing, selling, supplying, importing, exporting, or movement of pharmaceutical products, with the exception of the dispensing or providing pharmaceutical products directly to a patient or his or her agent.

expiry date

The date given on the individual container (usually on the label) of a pharmaceutical product up to and including the date on which the product is expected to remain within specifications, if stored correctly. It is established for each batch by adding the shelf-life to the date of manufacture.

first expiry/first out (FEFO)

A distribution procedure that ensures that the stock with the earliest expiry date is distributed and/or used before an identical stock item with a later expiry date is distributed and/or used.

forwarding agent

A person or entity engaged in providing, either directly or indirectly, any service concerned with clearing and forwarding operations in any manner to any other person and includes a consignment agent.

good distribution practices (GDP)

That part of quality assurance that ensures that the quality of a pharmaceutical product is maintained by means of adequate control of the numerous activities which occur during the distribution process as well as providing a tool to secure the distribution system from counterfeits, unapproved, illegally imported, stolen, counterfeit, substandard, adulterated, and/or misbranded pharmaceutical products.

good manufacturing practices (GMP)

That part of quality assurance which ensures that pharmaceutical products are consistently produced and controlled to the quality standards appropriate to their intended use and as required by the marketing authorization.

good pharmacy practice (GPP)

The practice of pharmacy aimed at providing and promoting the best use of medicines and other health care services and products, by patients and members of the public. It requires that the welfare of the patient is the pharmacist's prime concern at all times.

good storage practices (GSP)

That part of quality assurance that ensures that the quality of pharmaceutical products is maintained by means of adequate control throughout the storage thereof.

good trade and distribution practices (GTDP)

That part of quality assurance that ensures that the quality of pharmaceutical products is maintained by means of adequate control throughout the numerous activities which occur during the trade and the distribution process.

importation

The act of bringing or causing any goods to be brought into a customs territory (national territory, excluding any free zone).

intermediate product

Partly processed product that must undergo further manufacturing steps before it becomes a bulk finished product.

labelling

Process of identifying a pharmaceutical product including the following information, as appropriate: name of the product; active ingredient(s),

type and amount; batch number; expiry date; special storage conditions or handling precautions; directions for use, warnings and precautions; names and addresses of the manufacturer and/or the supplier.

manufacture

All operations of purchase of materials and products, production, packaging, labelling, quality control, release, storage and distribution of pharmaceutical products, and the related controls.

marketing authorization

A legal document issued by the competent medicines regulatory authority for the purpose of marketing or free distribution of a product after evaluation for safety, efficacy and quality. It must set out, inter alia, the name of the product, the pharmaceutical dosage form, the quantitative formula (including excipients) per unit dose (using INNs or national generic names where they exist), the shelf-life and storage conditions, and packaging characteristics. It specifies the information on which authorization is based (e.g. "The product(s) must conform to all the details provided in your application and as modified in subsequent correspondence"). It also contains the product information approved for health professionals and the public, the sales category, the name and address of the holder of the authorization, and the period of validity of the authorization.

Once a product has been given marketing authorization, it is included on a list of authorized products — the register — and is often said to be "registered" or to "have registration". Market authorization may occasionally also be referred to as a "licence" or "product licence".

pedigree

A complete record that traces the ownership of and transactions relating to a pharmaceutical product as it is distributed through the supply chain.

pharmaceutical product

Any product intended for human use, or veterinary product intended for administration to food-producing animals, presented in its finished dosage form, which is subject to control by pharmaceutical legislation in either the exporting or the importing state and includes products for which a prescription is required, products which may be sold to patients without a prescription, biologicals and vaccines. It does not, however, include medical devices.

product recall

A process for withdrawing or removing a pharmaceutical product from the pharmaceutical distribution chain because of defects in the product, complaints of serious adverse reactions to the product and/or concerns

that the product is or may be counterfeit. The recall might be initiated by the manufacturer, importer, wholesaler, distributor or a responsible agency.

quality assurance

A wide-ranging concept covering all matters that individually or collectively influence the quality of a product. It is the totality of the arrangements made with the object of ensuring that pharmaceutical products are of the quality required for their intended use.

quality system

An appropriate infrastructure, encompassing the organizational structure, procedures, processes and resources, and systematic actions necessary to ensure adequate confidence that a product (or services) will satisfy given requirements for quality.

quarantine

The status of pharmaceutical products isolated physically or by other effective means while a decision is awaited on their release, rejection or reprocessing.

sampling

Operations designed to obtain a representative portion of a pharmaceutical product, based on an appropriate statistical procedure, for a defined purpose, e.g. acceptance of consignments or batch release.

shelf-life

The period of time during which a pharmaceutical product, if stored correctly, is expected to comply with the specification as determined by stability studies on a number of batches of the product. The shelf-life is used to establish the expiry date of each batch.

standard operating procedure (SOP)

An authorized, written procedure giving instructions for performing operations not necessarily specific to a given product but of a more general nature (e.g. equipment operation, maintenance and cleaning, validation, cleaning of premises and environmental control, sampling and inspection).

storage

The storing of pharmaceutical products up to the point of use.

supplier

A person or entity engaged in the activity of providing products and/or services.

transit

The period during which pharmaceutical products are in the process of being carried, conveyed, or transported across, over or through a passage or route to reach the destination.

vehicles

Trucks, vans, buses, minibuses, cars, trailers, aircraft, railway carriages, boats and other means which are used to convey pharmaceutical products.

4. General principles

4.1 All parties involved in the distribution of pharmaceutical products have a responsibility to ensure that the quality of pharmaceutical products and the integrity of the distribution chain is maintained throughout the distribution process from the site of the manufacturer to the entity responsible for dispensing or providing the product to the patient or his or her agent.

4.2 The principles of GDP should be included in national legislation and guidelines for the distribution of pharmaceutical products, in a country or region as applicable, as a means of establishing minimum standards.

4.3 The principles of GDP are applicable both to pharmaceutical products moving forward in the distribution chain from the manufacturer to the entity responsible for dispensing or providing pharmaceutical products to the patient and to products which are moving backwards in the chain, for example, as a result of the return or recall thereof.

4.4 The principles of GDP should also be adhered to in the case of pharmaceutical products which are donated.

4.5 All entities involved in the distribution process should apply due diligence with adherence to the principles of GDP, for example, in procedures relating to traceability and in recognition of security risks.

4.6 There should be collaboration between all parties including governments, customs agencies, law enforcement agencies, regulatory authorities, manufacturers, distributors and entities responsible for the supply of pharmaceutical products to patients to ensure the quality and safety of pharmaceutical products and prevent the exposure of patients to counterfeit pharmaceutical products.

5. Regulation of the distribution of pharmaceutical products

5.1 National legislation should be in place to regulate the activities of persons or entities involved in the distribution of pharmaceutical products.

5.2 The distributor or the organization to which the distributor belongs should be an entity that is appropriately authorized in terms of applicable legislation to perform the function(s) that it intends to perform. The distributor or the organization to which it belongs should be held accountable for the activities that it performs which relate to the distribution of pharmaceutical products.

5.3 Only persons or entities which are authorized to do so and/or which hold the appropriate licence should be entitled to import or export pharmaceutical products.

5.4 Distributors or their agents may only distribute a pharmaceutical product within or to a country or territory if a marketing authorization or similar authorization has been granted, which allows the use of that pharmaceutical product in that country or territory.

5.5 Holders of an authorization to distribute pharmaceutical products should obtain their supplies of pharmaceutical products only from persons or entities which are in possession of the applicable authorization to sell or supply such products to a distributor.

5.6 Distributors or their agents should supply pharmaceutical products only to persons or entities which are themselves authorized to acquire such products either in terms of an authorization to act as a distributor or to sell or supply products directly to a patient or to his or her agent.

5.7 Some duties and responsibilities may be delegated or contracted out to suitably designated persons or entities as authorized and as necessary. Duties and responsibilities may only be delegated to entities which are suitably authorized in line with the national legislation. Duties and responsibilities should be specified in a written agreement. There should be no gaps or unexplained overlaps with regard to the application of GDP. These delegated and contracted out activities should be documented in agreements or contracts. There should be a periodic audit of such activities with regard to application of GDP.

5.8 If a distributor or his or her agent subcontracts an activity to another entity, the person or entity to whom the activity is subcontracted must be appropriately authorized to perform the subcontracted activity and should uphold the same standards as the distributor.

5.9 The sale of pharmaceutical products via the Internet should be limited to registered and authorized mail-order pharmacies or other authorized entities.

6. Organization and management

6.1 There should be an adequate organizational structure for each entity defined with the aid of an organizational chart. The responsibility, authority and interrelationships of all personnel should be clearly indicated.

6.2 Duties and responsibilities should be clearly defined and understood by the individuals concerned and recorded as written job descriptions. Certain activities may require special attention, such as the supervision of performance of activities, in accordance with local legislation. At every level of the supply chain, employees should be fully informed and trained in their duties and responsibilities.

6.3 A designated person should be appointed within the organization, who has defined authority and responsibility for ensuring that a quality system is implemented and maintained.

6.4 Managerial and technical personnel must have the authority and resources needed to carry out their duties and to set up and maintain a quality system, as well as to identify and correct deviations from the established quality system (see section 8).

6.5 The responsibilities placed on any one individual should not be so extensive as to present any risk to product quality.

6.6 There should be arrangements in place to ensure that management and personnel are not subject to commercial, political, financial and other pressures or conflict of interest that may have an adverse effect on the quality of service provided or on the integrity of pharmaceutical products.

6.7 Safety procedures relating to all relevant aspects including the safety of personnel and property, environmental protection and product integrity, should be in place.

7. Personnel

7.1 All personnel involved in distribution activities should be trained and qualified in the requirements of GDP, as applicable. Training should be based on written standard operating procedures (SOPs). Personnel should receive initial and continuing training relevant to their tasks, and be assessed as applicable, in accordance with a written training programme. In addition, training of the personnel should include the topic of product security, as well as aspects of product identification, the detection of counterfeits and the avoidance of counterfeits entering the supply chain. A record of all training, which includes details of subjects covered and participants trained, should be kept.

7.2 Key personnel involved in the distribution of pharmaceutical products should have the ability and experience appropriate to their responsibility for ensuring that pharmaceutical products are distributed properly.

7.3 There should be an adequate number of competent personnel involved in all stages of the distribution of pharmaceutical products in order to ensure that the quality of the product is maintained.

7.4 National regulations relating to the qualifications and experience of personnel should be adhered to.

7.5 Personnel dealing with hazardous pharmaceutical products (such as highly active materials, radioactive materials, narcotics, and other hazardous, environmentally sensitive and/or dangerous pharmaceutical products, as well as products presenting special risks of abuse, fire or explosion) should be given specific training.

7.6 Personnel involved in the distribution of pharmaceutical products should wear garments suitable for the activities that they perform. Personnel dealing with hazardous pharmaceutical products, including products containing materials that are highly active, toxic, infectious or sensitizing, should be provided with protective garments as necessary.

7.7 Appropriate procedures relating to personnel hygiene, relevant to the activities to be carried out, should be established and observed. Such procedures should cover health, hygiene and clothing of personnel.

7.8 Procedures and conditions of employment for employees, including contract and temporary staff, and other personnel having access to pharmaceutical products must be designed and administered to assist in minimizing the possibility of such products coming into the possession of unauthorized persons or entities.

7.9 Codes of practice and punitive procedures should be in place to prevent and address situations where persons involved in the distribution of pharmaceutical products are suspected of, or found to be implicated in, any activities relating to the misappropriation, tampering, diversion or counterfeiting of any product.

8. Quality system

8.1 Within an organization, quality assurance serves as a management tool. There should be a documented quality policy describing the overall intentions and requirements of the distributor regarding quality, as formally expressed and authorized by management.

8.2 The quality system should include an appropriate organizational structure, procedure, processes and resources and systematic actions necessary to ensure adequate confidence that a product or service and its documentation will satisfy given requirements for quality. The totality of these actions is described as the quality system.

8.3 The quality system should include provisions to ensure that the holder of the marketing authorization, entity identified on the label (if different from the manufacturer), the appropriate national and/or international

regulatory bodies, as well as other relevant competent authorities, would be informed immediately in a case of confirmed or suspected counterfeiting of a pharmaceutical product. Such products should be stored in a secure, segregated area and clearly identified to prevent further distribution or sale.

8.4 Where electronic commerce (e-commerce) is used, i.e. electronic means are used for any of the distribution steps, defined procedures and adequate systems should be in place to ensure traceability and confidence in the quality of the pharmaceutical products concerned. Electronic transactions (including those conducted via the Internet), relating to the distribution of pharmaceutical products, should be performed only by authorized persons or entities.

8.5 Authorized procurement and release procedures for all administrative and technical operations performed should be in place to ensure that appropriate pharmaceutical products are sourced only from approved suppliers and distributed by approved entities. The approval should come from the competent authority of the individual country where the legal entity is registered.

8.6 Inspection, auditing and certification of compliance with a quality system (such as the applicable International Standardization Organization (ISO) series, or national or international guidelines) by external bodies is recommended. Such certification should not, however, be seen as a substitute for compliance with these GDP guidelines and the applicable principles of GMP relating to pharmaceutical products.

8.7 If measures to ensure the integrity of the pharmaceutical products in transit are in place, they should be managed properly. For example, if seal control programmes for transit shipment are used, numbers should be issued in a tracked and sequential manner, the integrity of seals should be monitored and numbers verified during transit and upon receipt. Written procedures should be in place for use in situations where pharmaceutical products are suspected of being or are found to be counterfeit.

8.8 Distributors should from time to time conduct risk assessments to assess potential risks to the quality and integrity of pharmaceutical products. The quality system should be developed and implemented to address any potential risks identified. The quality system should be reviewed and revised periodically to address new risks identified during a risk assessment.

Traceability of pharmaceutical products

8.9 Regulations should foster a safe, transparent and secure distribution system which includes product traceability throughout the supply chain. This is a shared responsibility among the parties involved. There should be

procedures in place to ensure document traceability of products received and distributed, to facilitate product recall.

8.10 All parties involved in the supply chain should be identifiable, depending on the type of product and on national policies and legislation.

8.11 Measures should be in place to ensure that pharmaceutical products have documentation that can be used to permit traceability of the products throughout distribution channels from the manufacturer/importer to the entity responsible for selling or supplying the product to the patient or his or her agent (see also 14.2). Records including expiry dates and batch numbers may be part of a secure distribution documentation enabling traceability.

8.12 Ideally there should be a procedure in place for the creation and maintenance of a pedigree for pharmaceutical products.

Provision should be made for a visual and/or analytical identification of potential counterfeit products. The procedure to be followed when a suspected product is identified should include provisions for notification, as appropriate, of the holder of the marketing authorization, entity identified on the label (if different from the manufacturer), the appropriate national and/or international regulatory bodies, as well as other relevant competent authorities (see also section 19).

8.13 A suitable and, to the extent possible, internationally compatible product coding, identification system should be in place and developed in collaboration with the various parties involved in the supply chain. While it is understood that a differentiated approach may be necessary for different products and regions, pedigree and/or track-and-trace technologies provide possible options to ensure traceability.

9. Premises, warehousing and storage

9.1 Good storage practices (GSP) are applicable in all circumstances where pharmaceutical products are stored and throughout the distribution process. For additional guidance relating to the general principles of storage of pharmaceutical products, refer to the *WHO guide to good storage practices for pharmaceuticals* (*1*).

Storage areas

9.2 Precautions must be taken to prevent unauthorized persons from entering storage areas. Employees should comply with the company policies to maintain a safe, secure and efficient working environment.

9.3 Storage areas should be of sufficient capacity to allow the orderly storage of the various categories of pharmaceutical products, namely commercial

and non-commercial products, products in quarantine, and released, rejected, returned or recalled products as well as those suspected to be counterfeits.

9.4 Storage areas should be designed or adapted to ensure appropriate and good storage conditions. In particular, they should be clean and dry and maintained within acceptable temperature limits. Pharmaceutical products should be stored off the floor and suitably spaced to permit cleaning and inspection. Pallets should be kept in a good state of cleanliness and repair.

9.5 Storage areas should be clean and free from accumulated waste and vermin. Organizations in charge of distribution must ensure that premises and storage areas are cleaned regularly. There should also be a written programme for pest control. The pest control agents used should be safe and there should be no risk of contamination of pharmaceutical products. There should be appropriate procedures for the clean-up of any spillage to ensure complete removal of any risk of contamination.

9.6 If sampling is performed in the storage area, it should be conducted in such a way as to prevent contamination or cross-contamination. Adequate cleaning procedures should be in place for the sampling areas.

9.7 Receiving and dispatch bays should protect pharmaceutical products from the weather. Receiving areas should be designed and equipped to allow incoming containers of pharmaceutical products to be cleaned, if necessary, before storage.

9.8 Where quarantine status is ensured by storage in separate areas, these areas must be clearly marked and access restricted to authorized personnel. Any system replacing physical quarantine should provide equivalent security. For example, computerized systems can be used, provided that they are validated to demonstrate security of access.

9.9 Physical or other equivalent validated (e.g. electronic) segregation should be provided for the storage of rejected, expired, recalled or returned products and suspected counterfeits. The products and the areas concerned should be appropriately identified.

9.10 Unless there is an appropriate alternative system to prevent the unintentional or unauthorized use of quarantined, rejected, returned, recalled or suspected counterfeit pharmaceutical products, separate storage areas should be assigned for their temporary storage until a decision as to their future has been made.

9.11 Radioactive materials, narcotics and other hazardous, sensitive and/or dangerous pharmaceutical products, as well as products presenting special risks of abuse, fire or explosion (e.g. combustible or flammable liquids and solids and pressurized gases) should be stored in a dedicated area(s) that is subject to appropriate additional safety and security measures.

9.12 Pharmaceutical products should be handled and stored in such a manner as to prevent contamination, mix-ups and cross-contamination.

9.13 A system should be in place to ensure that the pharmaceutical products due to expire first are sold and/or distributed first (first expiry/first out (FEFO)). Exceptions may be permitted as appropriate, provided that adequate controls are in place to prevent the distribution of expired products.

9.14 Broken or damaged items should be withdrawn from usable stock and stored separately.

9.15 Storage areas should be provided with adequate lighting to enable all operations to be carried out accurately and safely.

Storage conditions and stock control

9.16 Storage and handling conditions should comply with applicable national and local regulations (*8*).

9.17 Storage conditions for pharmaceutical products should be in compliance with the recommendations of the manufacturer.

9.18 Facilities should be available for the storage of all pharmaceutical products under appropriate conditions (e.g. environmentally controlled when necessary). Records should be maintained of these conditions if they are critical for the maintenance of the characteristics of the pharmaceutical product stored.

9.19 Records of temperature monitoring data should be available for review. There should be defined intervals for checking temperature. The equipment used for monitoring should be checked at suitable predetermined intervals and the results of such checks should be recorded and retained. All monitoring records should be kept for at least the shelf-life of the stored pharmaceutical product plus one year, or as required by national legislation. Temperature mapping should show uniformity of the temperature across the storage facility. It is recommended that temperature monitors be located in areas that are most likely to show fluctuations.

9.20 Equipment used for monitoring of storage conditions should also be calibrated at defined intervals.

9.21 Periodic stock reconciliation should be performed by comparing the actual and recorded stocks. This should be done at defined intervals.

9.22 Stock discrepancies should be investigated in accordance with a specified procedure to check that there have been no inadvertent mix-ups, incorrect issues and receipts, thefts and/or misappropriations of

pharmaceutical products. Documentation relating to the investigation should be kept for a predetermined period.

10. Vehicles and equipment

10.1 Vehicles and equipment used to distribute, store or handle pharmaceutical products should be suitable for their purpose and appropriately equipped to prevent exposure of the products to conditions that could affect their stability and packaging integrity, and to prevent contamination of any kind.

10.2 The design and use of vehicles and equipment must aim to minimize the risk of errors and permit effective cleaning and/or maintenance to avoid contamination, build-up of dust or dirt and/or any adverse effect on the quality of the pharmaceutical products being distributed.

10.3 Where feasible, consideration should be given to adding technology, such as global positioning system (GPS) electronic tracking devices and engine-kill buttons to vehicles, which would enhance the security of pharmaceutical products while in the vehicle.

10.4 Dedicated vehicles and equipment should be used, where possible, when handling pharmaceutical products.

10.5 Where non-dedicated vehicles and equipment are used, procedures should be in place to ensure that the quality of the pharmaceutical product will not be compromised. Appropriate cleaning should be performed, checked and recorded.

10.6 Procedures should be in place to ensure that the integrity of the products is not compromised during transportation.

10.7 Where third-party carriers are used, distributors should develop written agreements with carriers to ensure that appropriate measures are taken to safeguard pharmaceutical products, including maintaining appropriate documentation and records. Such agreements should be in line with national and regional regulatory requirements.

10.8 Defective vehicles and equipment should not be used and should either be labelled as such or removed from service.

10.9 There should be procedures in place for the operation and maintenance of all vehicles and equipment involved in the distribution process, including cleaning and safety precautions.

10.10 Vehicles, containers and equipment should be kept clean and dry and free from accumulated waste. Organizations in charge of distribution must ensure that vehicles used are cleaned regularly.

10.11 Vehicles, containers and equipment should be kept free from rodents, vermin, birds and other pests. There should be written programmes and records for such pest control. The cleaning and fumigation agents used should not have any adverse effect on product quality.

10.12 Equipment chosen and used for the cleaning of vehicles should not constitute a source of contamination. Agents used for the cleaning of vehicles should be approved by management.

10.13 Special attention should be paid to the design, use, cleaning and maintenance of all equipment used for the handling of pharmaceutical products which are not in a protective shipping carton or case.

10.14 Where special storage conditions (e.g. temperature and/or relative humidity), different from, or limiting, the expected environmental conditions, are required during transportation, these should be provided, checked, monitored and recorded. All monitoring records should be kept for a minimum of the shelf-life of the product distributed plus one year, or as required by national legislation. Records of monitoring data should be made available for inspection by the regulatory or other oversight body.

10.15 Equipment used for monitoring conditions, e.g. temperature and humidity, within vehicles and containers should be calibrated at regular intervals.

10.16 Vehicles and containers should be of sufficient capacity to allow orderly storage of the various categories of pharmaceutical products during transportation.

10.17 Where possible, mechanisms should be available to allow for the segregation during transit of rejected, recalled and returned pharmaceutical products as well as those suspected of being counterfeits. Such goods should be securely packaged, clearly labelled, and be accompanied by appropriate supporting documentation.

10.18 Measures should be in place to prevent unauthorized persons from entering and/or tampering with vehicles and/or equipment, as well as to prevent the theft or misappropriation thereof.

11. Shipment containers and container labelling

11.1 Pharmaceutical products should be stored and distributed in shipment containers that have no adverse effect on the quality of the products, and that offer adequate protection from external influences, including contamination.

11.2 Shipping containers should bear labels providing sufficient information on handling and storage conditions and precautions to ensure

that the products are properly handled and secure at all times. The shipment container should enable identification of the container's contents and source.

11.3 The need for any special transport and/or storage conditions should be stated on the shipment container label. If a pharmaceutical product is intended for transfer to areas outside the control of the manufacturer's products management system, the name and address of the manufacturer, special transport conditions and any special legal requirements, including safety symbols, should also be included on the container label.

11.4 Normally, internationally and/or nationally accepted abbreviations, names or codes should be used in the labelling of shipment containers.

11.5 Special care should be taken when using dry ice in shipment containers. In addition to safety issues it must be ensured that the pharmaceutical product does not come into contact with the dry ice, as it may have an adverse effect on the quality of the product.

11.6 Written procedures should be available for the handling of damaged and/or broken shipment containers. Particular attention should be paid to those containing potentially toxic and hazardous products.

12. Dispatch and receipt

12.1 Pharmaceutical products should only be sold and/or distributed to persons or entities that are authorized to acquire such products in accordance with the applicable national, regional and international legislation. Written proof of such authority must be obtained prior to the distribution of products to such persons or entities.

12.2 Prior to the dispatch of the pharmaceutical products, the supplier should ensure that the person or entity, e.g. the contract acceptor for transportation of the pharmaceutical products, is aware of the pharmaceutical products to be distributed and complies with the appropriate storage and transport conditions.

12.3 The dispatch and transportation of pharmaceutical products should be undertaken only after the receipt of a valid delivery order or material replenishment plan, which should be documented.

12.4 Written procedures for the dispatch of pharmaceutical products should be established. Such procedures should take into account the nature of the product as well as any special precautions to be observed. Pharmaceutical products under quarantine will require release for dispatch by the person responsible for quality (see 6.3).

12.5 Records for the dispatch of pharmaceutical products should be prepared and should include at least the following information:

— date of dispatch;
— complete business name and address (no acronyms), type of entity responsible for the transportation, telephone number and names of contact persons;
— complete business name, address (no acronyms), and status of the addressee (e.g. retail pharmacy, hospital or community clinic);
— a description of the products including, e.g. name, dosage form and strength (if applicable);
— quantity of the products, i.e. number of containers and quantity per container (if applicable);
— applicable transport and storage conditions;
— a unique number to allow identification of the delivery order; and
— assigned batch number and expiry date (where not possible at dispatch, this information should at least be kept at receipt to facilitate traceability).

12.6 Records of dispatch should contain enough information to enable traceability of the pharmaceutical product. Such records should facilitate the recall of a batch of a product, if necessary, as well as the investigation of counterfeit or potentially counterfeit pharmaceutical products.

12.7 In addition, the assigned batch number and expiry date of pharmaceutical products should be recorded at the point of receipt to facilitate traceability.

12.8 Methods of transportation, including vehicles to be used, should be selected with care, and local conditions should be considered, including the climate and any seasonal variations experienced. Delivery of products requiring controlled temperatures should be in accordance with the applicable storage and transport conditions.

12.9 Delivery schedules should be established and routes planned, taking local needs and conditions into account. Such schedules and plans should be realistic and systematic. Security risks should also be taken into account when planning the schedules and routes of the delivery.

12.10 Care should be taken to ensure that the volume of pharmaceutical products ordered does not exceed the capacity of storage facilities at the destination.

12.11 Vehicles and containers should be loaded carefully and systematically, where applicable on a first-out/last-in basis, to save time when unloading, prevent physical damage and reduce security risks. Extra care should be taken during loading and unloading of cartons to avoid damage.

12.12 Pharmaceutical products should not be supplied or received after their expiry date, or so close to the expiry date that this date is likely to be reached before the products are used by the consumer.

12.13 Incoming shipments should be examined to verify the integrity of the container/closure system, ensure that tamper-evident packaging features are intact, and that labelling appears intact.

13. Transportation and products in transit

13.1 Products and shipment containers should be secured to prevent or provide evidence of unauthorized access. Vehicles and operators should be provided with additional security, as appropriate, to prevent theft and other misappropriation of products during transportation.

13.2 Product shipments should be secured and include the appropriate documentation to facilitate identification and verification of compliance with regulatory requirements. Policies and procedures should be followed by all persons involved in the transportation, to secure pharmaceutical products.

13.3 The people responsible for the transportation of pharmaceutical products should be informed about all relevant conditions for storage and transportation. These requirements should be adhered to throughout transportation and at any intermediate storage stages.

13.4 Pharmaceutical products should be stored and transported in accordance with procedures such that:

- The identity of the product is not lost.
- The product does not contaminate and is not contaminated by other products.
- Adequate precautions are taken against spillage, breakage, misappropriation and theft.
- Appropriate environmental conditions are maintained, e.g. using cold chain for thermolabile products.

13.5 The required storage conditions for pharmaceutical products should be maintained within acceptable limits during transportation. If a deviation has been noticed during transportation by the person or entity responsible for transportation, this should be reported to the distributor and recipient. In cases where the recipient notices the deviation, it should be reported to the distributor. Where necessary, the manufacturer of the pharmaceutical product should be contacted for information about appropriate steps to be taken.

13.6 Where special conditions are required during transportation that are different from or limit the given environmental conditions (e.g. temperature and humidity) these should be provided by the manufacturer on the labels, monitored and recorded.

13.7 Written procedures should be in place for investigating and dealing with any failure to comply with storage requirements, e.g. temperature deviations.

13.8 Transportation and storage of pharmaceutical products containing hazardous substances, such as toxic, radioactive material, and other dangerous pharmaceutical products presenting special risks of abuse, fire or explosion (e.g. combustible or flammable liquids, solids and pressurized gases) should be stored in safe, dedicated and secure areas, and transported in safe, suitably designed, secured containers and vehicles. In addition, the requirements of applicable international agreements and national legislation should be met.

13.9 Products containing narcotics and other dependence-producing substances should be transported in safe and secure containers and vehicles and be stored in safe and secure areas.

In addition, applicable international agreements and national legislation should be complied with.

13.10 Spillages should be cleaned up as soon as possible to prevent possible contamination, cross-contamination and hazards. Written procedures should be in place for the handling of such occurrences.

13.11 Physical or other equivalent (e.g. electronic) segregation should be provided for the storage and distribution during transit of rejected, expired, recalled or returned pharmaceutical products and suspected counterfeits. The products should be appropriately identified, securely packaged, clearly labelled and be accompanied by appropriate supporting documentation.

13.12 The interiors of vehicles and containers should remain clean and dry while pharmaceutical products are in transit.

13.13 Packaging materials and shipment containers should be of suitable design to prevent damage of pharmaceutical products during transport. Seal control programmes should be in place and managed properly.

13.14 Drivers of vehicles should identify themselves and present appropriate documentation to demonstrate that they are authorized to transport the load.

13.15 Damage to containers and any other event or problem that occurs during transit must be recorded and reported to the relevant department, entity or authority, and investigated.

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

14. Documentation

14.1 Written instructions and records which document all activities relating to the distribution of pharmaceutical products, including all applicable receipts and issues (invoices) should be available. Records should be kept for seven years, unless otherwise specified in national or regional regulations.

14.2 Distributors should keep records of all pharmaceutical products received. Records should contain at least the following information:
— date;
— name of the pharmaceutical product;
— quantity received, or supplied; and
— name and address of the supplier.

14.3 Procedures should be established and maintained for the preparation, review, approval, use of and control of changes to all documents relating to the distribution process. Procedures must be in place for both internally generated documents and those from external sources.

14.4 Documents, and in particular instructions and procedures relating to any activity that could have an impact on the quality of pharmaceutical products, should be designed, completed, reviewed and distributed with care.

14.5 The title, nature and purpose of each document should be clearly stated. The contents of documents should be clear and unambiguous. Documents should be laid out in an orderly fashion and be easy to check.

14.6 All documents should be completed, approved, signed (as required) and dated by an appropriate authorized person(s) and should not be changed without the necessary authorization.

14.7 The nature, content and retention of documentation relating to the distribution of pharmaceutical products and any investigations conducted and action taken, should comply with national legislative requirements. Where such requirements are not in place, the documents should be retained for at least one year after the expiry date of the product concerned.

14.8 The distributor must establish and maintain procedures for the identification, collection, indexing, retrieval, storage, maintenance, disposal of and access to all applicable documentation.

14.9 All records must be readily retrievable, and be stored and retained using facilities that are safeguarded against unauthorized modification, damage, deterioration and/or loss of documentation.

14.10 Documents should be reviewed regularly and kept up to date. When a document has been revised, a system should exist to prevent inadvertent use of the superseded version.

14.11 Mechanisms should exist to allow for transfer of information, including quality or regulatory information, between a manufacturer and a customer, as well as the transfer of information to the relevant regulatory authority as required.

14.12 Records relating to storage of pharmaceutical products should be kept and be readily available upon request in accordance with the *WHO guidelines on good storage practice for pharmaceuticals* (*1*).

14.13 Permanent records, written or electronic, should exist for each stored product indicating recommended storage conditions, any precautions to be observed and retest dates. Pharmacopoeial requirements and current national regulations concerning labels and containers should be respected at all times.

14.14 Procedures should be in place for temperature mapping, security services to prevent theft or tampering with goods at the storage facilities, destruction of unsaleable or unusable stocks and on retention of the records.

14.15 Where the records are generated and kept in electronic form, back ups should be maintained to prevent any accidental data loss.

15. Repackaging and relabelling

15.1 Repackaging and relabelling of pharmaceutical products should be limited, as these practices may represent a risk to the safety and security of the supply chain.

15.2 Where they do occur, they should only be performed by entities appropriately authorized to do so and in compliance with the applicable national, regional and international guidelines, i.e. in accordance with GMP principles.

15.3 In the event of repackaging by companies other than the original manufacturer, these operations should result in at least equivalent means of identification and authentication of the products.

15.4 Procedures should be in place for the secure disposal of original packaging.

16. Complaints

16.1 There should be a written procedure in place for the handling of complaints. A distinction should be made between complaints about a product or its packaging and those relating to distribution. In the case of a complaint about the quality of a product or its packaging, the original manufacturer and/or marketing authorization holder should be informed as soon as possible.

16.2 All complaints and other information concerning potentially defective and potentially counterfeit pharmaceutical products should be reviewed carefully according to written procedures describing the action to be taken, including the need to consider a recall where appropriate.

16.3 Any complaint concerning a material defect should be recorded and thoroughly investigated to identify the origin or reason for the complaint (e.g. repackaging procedure or original manufacturing process).

16.4 If a defect relating to a pharmaceutical product is discovered or suspected, consideration should be given to whether other batches of the product should also be checked.

16.5 Where necessary, appropriate follow-up action should be taken after investigation and evaluation of the complaint. There should be a system in place to ensure that the complaint, the response received from the original product manufacturer, or the results of the investigation of the complaint, are shared with all the relevant parties.

16.6 Product quality problems or suspected cases of counterfeit products should be documented and the information shared with the appropriate national and/or regional regulatory authorities.

17. Recalls

17.1 There should be a system, which includes a written procedure, to effectively and promptly recall pharmaceutical products known or suspected to be defective or counterfeit, with a designated person(s) responsible for recalls. The system should comply with the guidance issued by the national or regional regulatory authority. This procedure should be checked regularly and updated as necessary.

17.2 The original manufacturer and/or marketing authorization holder should be informed in the event of a recall. Where a recall is instituted by an entity other than the original manufacturer and/or marketing authorization holder, consultation with the original manufacturer and/or marketing authorization holder should, where possible, take place before the recall is instituted.

Information on a recall should be shared with the appropriate national or regional regulatory authority. If a recall of the original product is necessary because of a counterfeited product which is not easily distinguishable from the original product, the manufacturer of the original product and the relevant health authority should be informed.

17.3 The effectiveness of the arrangements for recalls should be evaluated at regular intervals. All recalled pharmaceutical products should be stored in a secure, segregated area pending appropriate action.

17.4 Recalled pharmaceutical products should be segregated during transit and clearly labelled as recalled products. Where segregation in transit is not possible, such goods must be securely packaged, clearly labelled, and be accompanied by appropriate documentation.

17.5 The particular storage conditions applicable to a pharmaceutical product which is subject to recall should be maintained during storage and transit until such time as a decision has been made regarding the fate of the product in question.

17.6 All customers and competent authorities of all countries to which a given pharmaceutical product may have been distributed should be informed promptly of any intention to recall the product because it is, or is suspected to be, defective or counterfeit.

17.7 All records should be readily available to the designated person(s) responsible for recalls. These records should contain sufficient information on pharmaceutical products supplied to customers (including exported products).

17.8 The progress of a recall process should be recorded and a final report issued, which includes a reconciliation between delivered and recovered quantities of products.

17.9 When necessary emergency recall procedures should be implemented.

18. Returned products

18.1 A distributor should receive pharmaceutical product returns or exchanges pursuant to the terms and conditions of the agreement between the distributor and the recipient. Both distributors and recipients should be accountable for administering their returns process and ensuring that the aspects of this operation are secure and do not permit the entry of counterfeit products.

18.2 The necessary assessment and decision regarding the disposition of such products must be made by a suitably authorized person. The nature of the product returned to the distributor, any special storage conditions required, its condition and history and the time elapsed since it was issued, should all be taken into account in this assessment. Where any doubt arises over the quality of a pharmaceutical product, it should not be considered suitable for reissue or reuse

18.3 Provision should be made for the appropriate and safe transport of returned products in accordance with the relevant storage and other requirements.

18.4 Rejected pharmaceutical products and those returned to a distributor should be appropriately identified and handled in accordance with a procedure which involves at least:

— the physical segregation of such pharmaceutical products in quarantine in a dedicated area; or
— other equivalent (e.g. electronic) segregation.

This is to avoid confusion and prevent distribution until a decision has been taken with regard to their disposition. The particular storage conditions applicable to a pharmaceutical product which is rejected or returned should be maintained during storage and transit until such time as a decision has been made regarding the product in question.

18.5 Provision should be made for the appropriate and safe transport of rejected pharmaceutical products prior to their disposal.

18.6 Destruction of pharmaceutical products should be done in accordance with international, national and local requirements regarding disposal of such products, and with due consideration to protection of the environment.

18.7 Records of all returned, rejected and/or destroyed pharmaceutical products should be kept for a predetermined period.

19. Counterfeit pharmaceutical products

19.1 Counterfeit pharmaceutical products found in the distribution chain should be kept apart from other pharmaceutical products to avoid any confusion. They should be clearly labelled as not for sale and national regulatory authorities and the holder of the marketing authorization for the original product should be informed immediately.

19.2 The sale and distribution of a suspected counterfeit pharmaceutical product should be suspended and the national regulatory authority notified without delay.

19.3 Upon confirmation of the product being counterfeit a formal decision should be taken on its disposal, ensuring that it does not re-enter the market, and the decision recorded.

20. Importation

20.1 Consideration should be given to the *WHO guidelines on import procedures for pharmaceutical products (6)*. The following aspects should be given particular attention.

20.2 The number of ports of entry in a country for the handling of imports of pharmaceutical products should be limited by appropriate legislation. Such ports could be designated by the state.

20.3 The chosen port(s) of entry should be those most appropriately located and best equipped to handle imports of pharmaceutical products.

20.4 At the port of entry, consignments of pharmaceutical products should be stored under suitable conditions for as short a time as possible.

20.5 All reasonable steps should be taken by importers to ensure that products are not mishandled or exposed to adverse storage conditions at wharves or airports.

20.6 Where necessary, persons with pharmaceutical training should be involved with the customs procedures or should be readily contactable.

20.7 The *WHO Certification Scheme on the quality of pharmaceutical products moving in international commerce* should be used to provide data regarding quality assessment of imported pharmaceutical products.

20.8 Customs, enforcement agencies and regulatory agencies responsible for supervision of pharmaceutical products should establish means for cooperation and information exchange in order to prevent importation of counterfeit pharmaceutical products.

21. Contract activities

21.1 Any activity relating to the distribution of a pharmaceutical product which is delegated to another person or entity should be performed by parties appropriately authorized for that function and in accordance with the terms of a written contract.

21.2 The contract should define the responsibilities of each party including observance of the principles of GDP and relevant warranty clauses. It should also include responsibilities of the contractor for measures to avoid the entry of counterfeit medicines into the distribution chain, such as by suitable training programmes.

21.3 All contract accepters should comply with the requirements in these guidelines.

21.4 Subcontracting may be permissible, under certain conditions and subject to the written approval of the contract giver; however, the subcontractors should be authorized for the function.

21.5 Contract accepters should be audited periodically.

22. Self-inspection

22.1 The quality system should include self-inspections. These should be conducted to monitor implementation and compliance with the principles of GDP and, if necessary, to trigger corrective and preventive measures.

22.2 Self-inspections should be conducted in an independent and detailed way by a designated, competent person.

22.3 The results of all self-inspections should be recorded. Reports should contain all observations made during the inspection and, where applicable, proposals for corrective measures. There should be an effective follow-up programme. Management should evaluate the inspection report and the records of any corrective actions taken.

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WHO Technical Report Series, No. 908, 2003

Annex 9
Guide to good storage practices for pharmaceuticals[1]

1. Introduction

This guide is intended for those involved in the storage, transportation and distribution of pharmaceuticals. It is closely linked to other existing guides recommended by the WHO Expert Committee on Specifications for Pharmaceutical Preparations, such as:

- Good trade and distribution practice (GTDP) of pharmaceutical starting materials (*1*);
- The stability testing of pharmaceutical products containing well-established drug substances in conventional dosage forms (information given in connection with regulation for marketing authorization) (*2*);
- Good manufacturing practices (GMP) (*3*);

[1] This guidance has been prepared in close collaboration with the International Pharmaceutical Federation (FIP).

- The cold chain, especially for vaccines and biologicals;
- *The International Pharmacopoeia* (*4*).

The objective of this guide is to supplement the above-mentioned documents by describing the special measures considered appropriate for the storage and transportation of pharmaceuticals. However, they may be adapted to meet individual needs where necessary, provided that the desired standards of quality are still achieved.

The guidelines are applicable not only to manufacturers of medicinal products but also to pharmaceutical importers, contractors and wholesalers, and community and hospital pharmacies. They should be adjusted in line with the type of activity where the storage of pharmaceuticals is taking place. National or regional regulations should be followed for all related activities.

2. Glossary

The definitions given below of some of the terms used in this document take into account the terminology of current regulations and recommendations.

active pharmaceutical ingredient (API)
Any substance or mixture of substances intended to be used in the manufacture of a pharmaceutical dosage form and that, when used in the production of a drug, becomes an active ingredient of that drug. Such substances are intended to furnish pharmacological activity or other direct effect in the diagnosis, cure, mitigation, treatment or prevention of disease, or to affect the structure and function of the body.

contamination
The undesired introduction of impurities of a chemical or microbiological nature, or of foreign matter, into or onto a starting material, or intermediate or finished product during production, sampling, packaging or repackaging, storage or transport.

cross-contamination
Contamination of a starting material, intermediate product or finished product with another starting material or product during production.

excipient
A substance, other than the active ingredient, which has been appropriately evaluated for safety and is included in a drug delivery system to:

— aid in the processing of the drug delivery system during its manufacture;
— protect, support or enhance stability, bioavailability, or patient acceptability;
— assist in product identification; or
— enhance any other attribute of the overall safety and effectiveness of the drug during storage or use.

expiry date
The date given on the individual container (usually on the label) of a drug product up to and including which the product is expected to remain within specifications, if stored correctly. It is established for each batch by adding the shelf-life to the date of manufacture.

labelling
The action involving the selection of the correct label, with the required information, followed by line clearance and application of the label.

manufacture
All operations of purchase of materials and products, production, quality control, release, storage and distribution of finished products, and the related controls.

material
A general term used to denote starting materials (active pharmaceutical ingredients and excipients), reagents, solvents, process aids, intermediates, packaging materials and labelling materials.

packaging material
Any material, including printed material, employed in the packaging of a pharmaceutical product, but excluding any outer packaging used for transportation or shipment. Packaging materials are referred to as primary or secondary according to whether or not they are intended to be in direct contact with the product.

pharmaceutical product
Any medicine intended for human use or veterinary product administered to food-producing animals, presented in its finished dosage form or as a starting material for use in such a dosage form, that is subject to control by pharmaceutical legislation in both the exporting state and the importing state.

production
All operations involved in the preparation of a pharmaceutical product, from receipt of materials, through processing, packaging and repackaging, labelling and relabelling, to completion of the finished product.

retest date
The date when a material should be re-examined to ensure that it is still suitable for use.

storage
The storing of pharmaceutical products and materials up to their point of use.

supplier
A person providing pharmaceutical products and materials on request. Suppliers may be agents, brokers, distributors, manufacturers or traders. Where possible, suppliers should be authorized by a competent authority.

3. Personnel

3.1 At each storage site (e.g. that of a manufacturer, distributor, wholesaler, community or hospital pharmacy) there should be an adequate number of qualified personnel to achieve pharmaceutical quality assurance objectives. National regulations on qualifications should be followed.

3.2 All personnel should receive proper training in relation to good storage practice, regulations, procedures and safety.

3.3 All members of staff should be trained in, and observe high levels of, personal hygiene and sanitation.

3.4 Personnel employed in storage areas should wear suitable protective or working garments appropriate for the activities they perform.

4. Premises and facilities

Storage areas

4.1 Precautions must be taken to prevent unauthorized persons from entering storage areas.

4.2 Storage areas should be of sufficient capacity to allow the orderly storage of the various categories of materials and products, namely starting and packaging materials, intermediates, bulk and finished products, products in quarantine, and released, rejected, returned or recalled products.

4.3 Storage areas should be designed or adapted to ensure good storage conditions. In particular, they should be clean and dry and maintained within acceptable temperature limits. Where special storage conditions are required on the label (e.g. temperature, relative humidity), these should be provided, checked, monitored and recorded. Materials and pharmaceutical products should be stored off the floor and suitably spaced to permit cleaning and inspection. Pallets should be kept in a good state of cleanliness and repair.

4.4 Storage areas should be clean, and free from accumulated waste and vermin. A written sanitation programme should be available indicating the frequency of cleaning and the methods to be used to clean the premises and storage areas. There should also be a written programme for pest control. The pest-control agents used should be safe, and there should be no risk of contamination of the materials and pharmaceutical products. There should be appropriate procedures for the clean up of any spillage to ensure complete removal of any risk of contamination.

4.5 Receiving and dispatch bays should protect materials and products from the weather. Reception areas should be designed and equipped to allow containers of incoming materials and pharmaceutical products to be cleaned, if necessary, before storage.

4.6 Where quarantine status is ensured by storage in separate areas, these areas must be clearly marked and their access restricted to authorized personnel. Any system replacing physical quarantine should provide equivalent security. For example, computerized systems can be used, provided that they are validated to demonstrate security of access.

4.7 There should normally be a separate sampling area for starting materials in a controlled environment. If sampling is performed in the storage area, it should be conducted in such a way as to prevent contamination or cross-contamination. Adequate cleaning procedures should be in place for the sampling areas.

4.8 Physical or other equivalent validated (e.g. electronic) segregation should be provided for the storage of rejected, expired, recalled or returned materials or products. The materials or products, and areas concerned should be appropriately identified.

4.9 Highly active and radioactive materials, narcotics and other hazardous, sensitive and/or dangerous materials and pharmaceutical products, as well as substances presenting special risks of abuse, fire or explosion, (e.g. combustible liquids and solids and pressurized

gases) should be stored in a dedicated area that is subject to appropriate additional safety and security measures.

4.10 Materials and pharmaceutical products should be handled and distributed according to GMP as defined in this document.

4.11 Materials and pharmaceutical products should be handled and stored in such a manner as to prevent contamination, mix-ups and cross-contamination.

4.12 Materials and pharmaceutical products should be stored in conditions which assure that their quality is maintained, and stock should be appropriately rotated. The "first expired/first out" (FEFO) principle should be followed.

4.13 Rejected materials and pharmaceutical products should be identified and controlled under a quarantine system designed to prevent their use until a final decision is taken on their fate.

4.14 Narcotic drugs should be stored in compliance with international conventions, and national laws and regulations on narcotics.

4.15 Broken or damaged items should be withdrawn from usable stock and separated.

4.16 Storage areas should provide adequate lighting to enable all operations to be carried out accurately and safely.

Storage conditions

4.17 Storage conditions for pharmaceutical products and materials should be in compliance with the labelling, which is based on the results of stability testing (see Appendix).

Monitoring of storage conditions

4.18 Recorded temperature monitoring data should be available for review. The equipment used for monitoring should be checked at suitable predetermined intervals and the results of such checks should be recorded and retained. All monitoring records should be kept for at least the shelf-life of the stored material or product plus 1 year, or as required by national legislation. Temperature mapping should show uniformity of the temperature across the storage facility. It is recommended that temperature monitors be located in areas that are most likely to show fluctuations.

4.19 Equipment used for monitoring should also be calibrated at defined intervals.

5. Storage requirements

Documentation: written instructions and records

5.1 Written instructions and records should be available which document all activities in the storage areas including the handling of expired stock. These should adequately describe the storage procedures and define the route of materials and pharmaceutical products and information through the organization in the event of a product recall being required.

5.2 Permanent information, written or electronic, should exist for each stored material or product indicating recommended storage conditions, any precautions to be observed and retest dates. Pharmacopoeial requirements and current national regulations concerning labels and containers should be respected at all times.

5.3 Records should be kept for each delivery. They should include the description of the goods, quality, quantity, supplier, supplier's batch number, the date of receipt, assigned batch number and the expiry date. Where national regulations prescribe that records must be retained for a certain period, this must be observed. (Otherwise such records should be retained for a period equal to the shelf-life of the incoming materials and products, where applicable, plus 1 year).

5.4 Comprehensive records should be maintained showing all receipts and issues of materials and pharmaceutical products according to a specified system, e.g. by batch number.

Labelling and containers

5.5 All materials and pharmaceutical products should be stored in containers which do not adversely affect the quality of the materials or products concerned, and which offer adequate protection from external influences. In some circumstances, this could include bacterial contamination.

5.6 All containers should be clearly labelled with at least the name of the material, the batch number, the expiry date or retest date, the specified storage conditions and reference to the pharmacopoeia, where applicable. Unauthorized abbreviations, names or codes should not be used.

Receipt of incoming materials and pharmaceutical products

5.7 On receipt, each incoming delivery should be checked against the relevant purchase order and each container physically verified, e.g. by the label description, batch number, type of material or pharmaceutical product and quantity.

5.8 The consignment should be examined for uniformity of the containers and, if necessary, should be subdivided according to the supplier's batch number should the delivery comprise more than one batch.

5.9 Each container should be carefully inspected for possible contamination, tampering and damage, and any suspect containers or, if necessary, the entire delivery should be quarantined for further investigation.

5.10 When required, samples should be taken only by appropriately trained and qualified personnel and in strict accordance with written sampling instructions. Containers from which samples have been taken should be labelled accordingly.

5.11 Following sampling, the goods should be subject to quarantine. Batch segregation should be maintained during quarantine and all subsequent storage.

5.12 Materials and pharmaceutical products should remain in quarantine until an authorized release or rejection is obtained.

5.13 Measures should be taken to ensure that rejected materials and pharmaceutical products cannot be used. They should be stored separately from other materials and pharmaceutical products while awaiting destruction or return to the supplier.

Stock rotation and control

5.14 Periodic stock reconciliation should be performed by comparing the actual and recorded stocks.

5.15 All significant stock discrepancies should be investigated as a check against inadvertent mix-ups and/or incorrect issue.

5.16 In manufacturing facilities, partly used containers of materials and pharmaceutical products should be securely reclosed and resealed to prevent spoilage and/or contamination during subsequent storage. Materials and pharmaceutical products from containers which have been opened or partly used should be used up before those in unopened containers.

5.17 Damaged containers should not be issued unless the quality of the material has been shown to be unaffected. Where possible, this should be brought to the attention of the person responsible for quality control. Any action taken should be documented.

Control of obsolete and outdated materials and pharmaceutical products

5.18 All stocks should be checked regularly for obsolete and outdated materials and pharmaceutical products. All due precautions should be observed to prevent the issue of outdated materials and pharmaceutical products.

6. Returned goods

6.1 Returned goods, including recalled goods, should be handled in accordance with approved procedures and records should be maintained.

6.2 All returned goods should be placed in quarantine and returned to saleable stock only after this has been approved by a nominated, responsible person following a satisfactory quality re-evaluation.

6.3 Any stock reissued should be so identified and recorded in stock records. Pharmaceuticals returned from patients to the pharmacy should not be taken back as stock, but should be destroyed.

7. Dispatch and transport

7.1 Materials and pharmaceutical products should be transported in such a way that their integrity is not impaired and that storage conditions are maintained.

7.2 Special care should be exercised when using dry ice in cold chains. In addition observing to safety precautions, it must be ensured that the materials or product does not come in into contact with dry ice, as this may adversely affect the product quality, e.g. by freezing.

7.3 Where appropriate, the use of devices to monitor conditions such as temperature during transportation is recommended. Monitoring records should be available for review.

7.4 The dispatch and transport of materials and pharmaceutical products should be carried out only after receipt of a delivery order. The receipt of the delivery order and the dispatch of the goods must be documented.

7.5 Dispatch procedures should be established and documented, taking into account the nature of the materials and pharmaceutical products concerned and any special precautions that might be required.

7.6 The outside container should offer adequate protection from all external influences and should be indelibly and clearly labelled.

7.7 Records for dispatch should be retained, stating at least:

— the date of dispatch;
— the customer's name and address;
— the product description, e.g. name, dosage form and strength (if appropriate), batch number and quantify;
— the transport and storage conditions.

7.8 All records should be readily accessible and available on request.

8. Product recall

8.1 There should be a procedure to recall from the market, promptly and effectively, pharmaceutical products and materials known or suspected to be defective.

References

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3. Good manufacturing practices for pharmaceutical products. In: *Quality assurance of pharmaceuticals. A compendium of guidelines and related materials. Volume 2. Good manufacturing practices and inspection*. Geneva, World Health Organization, 1999; *WHO Expert Committee on Specifications for Pharmaceutical Preparations. Thirty-Fifth report*. Geneva, World Health Organization, 1999 (WHO Technical Report Series, No. 885); *WHO Expert Committee on Specifications for Pharmaceutical Preparations. Thirty-Sixth report*. Geneva, World Health Organization, 2002 (WHO Technical Report Series, No. 902)
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Appendix

Storage and labelling conditions[2]

Normal storage conditions

Storage in dry, well-ventilated premises at temperatures of 15–25 °C or, depending on climatic conditions, up to 30 °C. Extraneous odours, other indications of contamination, and intense light must be excluded.

Defined storage instructions

Drug products that must be stored under defined conditions require appropriate storage instructions. Unless otherwise specifically stated (e.g. continuous maintenance of cold storage) deviation may be tolerated only during short-term interruptions, for example, during local transportation.

The use of the following labelling instructions are recommended:

On the label	*Means*
"Do not store over 30 °C"	from +2 °C to +30 °C
"Do not store over 25 °C"	from +2 °C to +25 °C
"Do not store over 15 °C"	from +2 °C to +15 °C
"Do not store over 8 °C"	from +2 °C to +8 °C
"Do not store below 8 °C"	from +8 °C to +25 °C
"Protect from moisture"	no more than 60% relative humidity in normal storage conditions; to be provided to the patient in a moisture-resistant container.
"Protect from light"	to be provided to the patient in a light-resistant container.

[2] The text was adopted by the WHO Expert Committee on Specifications for Pharmaceutical Preparations at its 34th meeting (*WHO Expert Committee on Specifications for Pharmaceutical Preparations. Thirty-Fourth report*. Geneva, World Health Organization, 1996, Annex 5 (WHO Technical Report Series No. 863).