

PURCHASE ORDER FOR SERVICES

Supplier:
 Insert Supplier's name
 Attention: Insert POC Name
 Insert address
 Insert City and Country

Purchase Order Number: Insert PO number

Period of Performance: Insert start and end date

Buyer:
 Chemonics International Inc. ("Chemonics")
 Attention: Name of Proc Agent
 Insert address
 Insert City and Country

Bill To:
 Chemonics International Inc. ("Chemonics")
 Attention: Rachel Marquez
 USAID GHSC-PSM Project
 251 18th Street South
 Arlington VA 22202

Line Item	Description	Unit	Qty	Due Date	Unit Price (Specify currency)	Total Price (Specify currency)
1	508 Remediation	Pages	73	XX -XX Days	0.00	0.00
Total Purchase Order Amount (USD):						0.00

Additional Notes:

- This purchase order is issued by **Chemonics International Inc. ("Chemonics")** on behalf of the **tUSAID Global Health Supply Chain - Procurement and Supply Management (GHSC-PSM)** Project, USAID Contract No AID-OAA-I-15-00004/ Task Order Nos. AID-OAA-TO-15-00007/AID-OAA-TO- 15-00009/AID-OAA-TO- 15-00010/AID-OAA-TO-16-00018. This project is being implemented by Chemonics in the Cooperating Country of the **United States**.
- The authorized USAID Geographic Code for this purchase order is Geographic Code **935**.
- The terms and conditions (Attachment 1) found in the following pages are incorporated into and form an integral part of this purchase order.
- Any representations and certifications submitted resulting in award of this Purchase Order (PO) 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 PO with the same force and effect as if they were incorporated by full text. By signing this PO, the Supplier hereby certifies that as of the time of award of this PO: (1) the Supplier, including 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 the U.S. 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 PO; and (3) no changes have occurred to any other representations and certifications made by the Supplier resulting in award of this PO. The Supplier agrees to promptly notify

Chemonics Authorization of Purchase Order:
 Name:
 Title:
 Date:
 Signature: _____

Supplier Acceptance of Purchase Order:
 Name:
 Title:
 Date:
 Signature: _____

Attachment 1: Chemonics International Inc. ("Chemonics") Purchase Order Standard Terms and Conditions

I. **DEFINITIONS:** The following definitions apply to this purchase order and any related correspondence:

- a. "Chemonics" means Chemonics International Inc.
- b. "Cooperating Country" means the country(ies), identified on the purchase order cover page, where the commodities will be used.
- c. "FAR" means the United States Federal Acquisition Regulation.
- d. "Geographic Code" means the country(ies) or area(s) assigned by USAID to a certain three-digit code, as defined in United States Code of Federal Regulations (CFR) in 22 CFR §228, available at <http://www.gpo.gov/fdsys/pkg/CFR-2017-title22-vol1/pdf/CFR-2017-title22-vol1-part228.pdf>
- e. "Supplier" means the individual or firm, identified on the purchase order cover page, supplying the services under this order
- f. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- g. "USAID" means the United States Agency for International Development.

II. **CONTRACT:** This purchase order (PO), when properly completed and signed by both parties, is the only form which will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics. The purchase order may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; absent such written consent, any assignment is void.

III. **PERIOD OF PERFORMANCE:** The effective date of this purchase order is (fill in the date when work must begin, not earlier than signature date), and the completion date is (fill in date). The Supplier shall deliver the deliverables and/or services set forth in Attachment 2 Scope of Work to the (designate receiving person) in accordance with the schedule stipulated therein.

IV. **INVOICING AND PAYMENT:** Upon (Responsible person's title here) 's acceptance of the PO services and/or deliverables described on the cover page; the Supplier shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) PO number, b) deliverables and/services delivered and accepted, c) total amount due in (choose either US dollars or local currency), as listed on the cover page; and d) payment address/bank account number. Chemonics will pay the Supplier's invoice within thirty (30) business days after both a) Chemonics' approval of the Supplier's deliverables or acceptance of services, and b) Chemonics' receipt of the Supplier's invoice. Payment will be made in (choose either US dollars or local currency), paid to the account specified in the Supplier's invoice.

V. **ELIGIBILITY OF SUPPLIERS:** The Supplier shall adhere to the following in carrying out this purchase order:

- a. The Supplier must be an organization incorporated or legally organized under the laws of— or (if an individual) a citizen or legal resident of—a country in the USAID Geographic Code identified on the PO cover page. The Supplier must also meet the nationality requirements of 22 CFR 228.12.
- b. No commodities or services shall be eligible for payment under this order if provided by a supplier included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.

VI. **INSPECTION AND ACCEPTANCE:** The Supplier shall only tender for acceptance those deliverables and/or services that conform to the requirements of this PO. Chemonics reserves the right to inspect or test any services that have been tendered for acceptance. Chemonics may require re-performance of nonconforming services and deliverables of commodities at no increase in purchase order price. If re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

VII. **GOVERNING LAW AND RESOLUTION OF DISPUTES:**

- (A) *Governing Law.* This purchase order, including any disputes related thereto, shall be governed by the laws of the District of Columbia, U.S.
- (B) *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among the "Parties," arising out of the interpretation, performance, breach or alleged breach of this purchase order ("Dispute").
 - (1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (B)(2) below.
 - (2) *Executive Consultation.* For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
 - (3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this purchase order, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.
- (C) *Obligation to perform work.* Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.
- (D) The Supplier acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this PO.

VIII. **INDEMNITY.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party"), on a several basis and to the fullest extent permitted by applicable law, from and against any and all liabilities, fines, costs, expenses (including reasonable attorneys' fees), damages and losses incurred by the Indemnified Party as a result of any claims (including claims for death, injury and damages) or demands (hereinafter "Claims") brought or made against the Indemnified Party by any third parties as a result of any grossly negligent acts or omissions of the Indemnifying Party or any of their respective employees, agents or subcontractors in the performance of the Indemnifying Party's responsibilities under this Purchase Order."

BUYER'S ENTIRE LIABILITY FOR CLAIMS ARISING FROM OR RELATED TO THIS PURCHASE ORDER WILL IN NO EVENT EXCEED TOTAL PURCHASE ORDER VALUE. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, NEITHER THE SUPPLIER NOR THE BUYER WILL HAVE ANY LIABILITY ARISING FROM OR RELATED TO THIS PURCHASE ORDER 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.

IX. **EXCUSABLE DELAYS.** The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

X. **CHANGES:** Chemonics may at any time, by written order, and without notice to the sureties, make changes within the general scope of this PO. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this purchase order, an equitable adjustment shall be made in the purchase order price or delivery schedule, or both, and the purchase order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this PO must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

XI. **TERMINATION FOR CONVENIENCE:** Chemonics reserves the right to terminate this purchase order, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its Suppliers and subcontractors to cease work. Subject to the terms of this PO, the Supplier shall be paid a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of Chemonics using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Chemonics any right to audit the Supplier's records. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

XII. **TERMINATION FOR CAUSE:** Chemonics may terminate this purchase order, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any PO terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to Chemonics for any and all rights and remedies provided by law. If it is determined that Chemonics improperly terminated this PO for default, such termination shall be deemed a termination for convenience.

XIII. **WORKER'S COMPENSATION INSURANCE:** If the order involves performance of services outside of the United States, then before commencing performance under this purchase order the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services.

XIV. **TAXES:** The agreement under which this purchase order is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under this purchase order.

XV. **SET-OFF CLAUSE:** Chemonics reserves the right of set-off against amounts payable to the Supplier under this purchase order or any other agreement the amount of any claim or refunds Chemonics may have against the Supplier.

XVI. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

XVII. **TERRORIST FINANCING PROHIBITION:** The Supplier 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. It is the legal responsibility of the Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this purchase order.

XVIII. **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this purchase order. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and or/criminal, as may be applicable. The Supplier and its employees, whether directly or indirectly engaged in the performance of this purchase order, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Chemonics.

XIX. **PERFORMANCE STANDARDS:** Supplier agrees to provide the services required hereunder in accordance with the requirements set forth in this Purchase Order. Supplier undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Supplier's industry and to ensure that employees assigned to perform any services under this purchase order will conduct themselves in a manner consistent therewith. The services will be rendered by Supplier (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. Supplier shall provide the services of qualified personnel through all stages of this Purchase Order. Supplier shall perform the services as an independent subcontractor with the general guidance of Chemonics. The Supplier's employees shall not act as agents or employees of Chemonics.

XX. **REPORTING AND TECHNICAL DIRECTION:** The Supplier shall render the services stipulated in the PO, under the general technical direction of **insert name and position**, or his/her designee. The **insert position** or his/her designee will be responsible for monitoring the Supplier's performance and inspecting and accepting all deliverables and/or services under this PO. The Supplier shall not communicate directly with USAID during the performance of this PO.

XXI. **CONFIDENTIALITY:** During the term of the PO and for three (3) years thereafter, the Parties agree to keep confidential all proprietary information related to security, finances or operations ("Confidential Information") of the other Party, and shall not, without prior written consent of the disclosing Party, disclose to any unauthorized individual, third party, firm, corporation or entity such Confidential Information, except as may be necessary to perform its obligations under the PO, in which event the person receiving such Confidential Information must agree to be bound by the terms of this Section XXI. The receiving Party agrees to safeguard and hold in strictest confidence all Confidential Information of the disclosing Party and agrees to destroy or return any and all Confidential Information upon the written request of the disclosing Party or completion or termination of the PO. Except as required in the performance of this PO, neither this PO nor the furnishing of any information hereunder by Chemonics shall grant the Supplier, by implication or otherwise, any license under any invention, patent, trademark or copyright.

XXII. **INTELLECTUAL PROPERTY RIGHTS:** Instructions: if this IP language isn't relevant for the services, procured this clause can be removed. The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this PO and any purchase order issued under this BPA, will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that Vendor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this PO and any purchase order issued under this PO the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the PO or any purchase order issued under this PO. Vendor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

XXIII. **CLAUSES INCORPORATED BY REFERENCE:** This PO includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation (FAR). This purchase order incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Supplier". The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Supplier."

FAR Clause Number	FAR Clause Title
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014) Applicable to POs above the simplified acquisition threshold
52.204-25	Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment (Aug 2020)
52.219-8	Utilization of Small Business Concerns (Oct 2018) Applicable to US companies AND if the total PO value is above the Simplified Acquisition Threshold
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Sep 2010) Applicable if the PO value is above the Simplified Acquisition Threshold and the Supplier is a US company
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014) Applicable if the PO value is above \$15,000 and the Supplier is a US company
52.222-37	Employment Reports on Veterans (Feb 2016) Applicable if the PO value is above \$150,000 and the Supplier is a US company
52.222-50	Combating Trafficking in Persons (Jan 2019)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)

Attachment 2: Scope of Work