

**ANNEX 6 – Draft Warehousing Services Subcontract (Terms and Clauses)**

**INDEFINITE QUANTITY SUBCONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.**

**And**

***(add subcontractor name and address here)***

**Hereinafter referred to as Subcontractor**

**for**

**USAID GLOBAL HEALTH SUPPLY CHAIN PROGRAM - PROCUREMENT AND SUPPLY  
MANAGEMENT**

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

**TASK ORDER 01 CONTRACT NO. AID-OAA-TO-15-00007; TASK ORDER 02 CONTRACT  
NO. AID-OAA-TO-15-00009; TASK ORDER 03 CONTRACT NO. AID-OAA-TO-15-00010; AND  
TASK ORDER 04 CONTRACT NO. AID-OAA-TO-16-00018.**

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

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

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

**IQS ceiling (maximum aggregate value of all sub-task orders awarded): TBD**

**ISSUED BY:**

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

**ISSUED TO:**

*(INSERT SUBCONTRACTOR NAME AND ADDRESS)*

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

Subcontractor DUNS Number:

**Contents**

<b><u>SECTION A.</u></b>	<b><u>BACKGROUND, SCOPE OF WORK, DELIVERABLES</u></b>	<b>4</b>
<b><u>SECTION B.</u></b>	<b><u>SUBCONTRACT TYPE AND SUB-TASK ORDERS</u></b>	<b>20</b>
<b><u>SECTION C.</u></b>	<b><u>ORDERING PROCEDURES</u></b>	<b>22</b>
<b><u>SECTION D.</u></b>	<b><u>REPORTING AND TECHNICAL DIRECTION</u></b>	<b>24</b>
<b><u>SECTION E.</u></b>	<b><u>PERIOD OF PERFORMANCE</u></b>	<b>24</b>
<b><u>SECTION F.</u></b>	<b><u>INVOICING AND PAYMENT</u></b>	<b>24</b>

<u>SECTION G.</u>	<u>BRANDING POLICY AND REPORTING REQUIREMENTS</u> .....	25
<u>SECTION H.</u>	<u>AUTHORIZED GEOGRAPHIC CODE [AIDAR 725.702]; SOURCE AND NATIONALITY REQUIREMENT [AIDAR 752.225-70 (FEB 2012) AS ALTERED]</u> .....	25
<u>SECTION I.</u>	<u>INTELLECTUAL PROPERTY RIGHTS</u> .....	26
<u>SECTION J.</u>	<u>INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS</u> .....	27
<u>SECTION K.</u>	<u>COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS</u> .....	27
<u>SECTION L.</u>	<u>PRIVITY OF CONTRACT AND COMMUNICATIONS</u> .....	28
<u>SECTION M.</u>	<u>PROTECTING CHEMONICS' INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS</u> .....	28
<u>SECTION N.</u>	<u>GOVERNING LAW AND RESOLUTION OF DISPUTES</u> .....	29
<u>SECTION O.</u>	<u>SET-OFF CLAUSE</u> .....	29
<u>SECTION P.</u>	<u>ASSIGNMENT AND DELEGATION</u> .....	30
<u>SECTION Q.</u>	<u>ORGANIZATIONAL CONFLICTS OF INTEREST</u> .....	30
<u>SECTION R.</u>	<u>GRATUITIES AND ANTI-KICKBACK</u> .....	30
<u>SECTION S.</u>	<u>TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224</u> .....	30
<u>SECTION T.</u>	<u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)</u> .....	30
<u>SECTION U.</u>	<u>COMPLIANCE WITH U.S. EXPORT LAWS</u> .....	31
<u>SECTION V.</u>	<u>COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS</u> .....	31
<u>SECTION W.</u>	<u>SUBCONTRACTOR PERFORMANCE STANDARDS</u> .....	32
<u>SECTION X.</u>	<u>SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS</u> .....	32
<u>SECTION Y.</u>	<u>REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT</u> .....	33
<u>SECTION Z.</u>	<u>SECURITY</u> .....	33
<u>SECTION AA.</u>	<u>MISCELLANEOUS</u> .....	34
<u>SECTION BB.</u>	<u>INSURANCE REQUIREMENTS AND LIMITATION OF LIABILITY</u> .....	36
<u>SECTION CC.</u>	<u>FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS</u> .....	38
<u>SECTION DD.</u>	<u>REPRESENTATIONS AND CERTIFICATIONS</u> .....	51
<u>SECTION EE.</u>	<u>TASK ORDER TEMPLATE</u> .....	53

## APPENDICES:

### APPENDICES Part 1: Fleuriot Warehouse Information:

- Fleuriot Warehouse Layout
- Fleuriot Warehouse Inbound and Outbound Summary Data
- Fleuriot Warehouse List of Active SKUs
- Fleuriot Warehouse CCTV System
- List of Chemonics Materials Handling Equipment (MHE) and Assets
- Responsibilities Matrix for Key Operations, Maintenance and Services

### APPENDICES Part 2: Warehousing Guidance

- World Health Organization Good Storage and Distribution Practices (May 2019) Draft for Comments, Working document QAS/19.793

- World Health Organization Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products\_Annex9
- Guidance for Loading a Truck
- World Health Organization Technical Supplements to Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products\_Annex9

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

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

For  
Chemonics International Inc.

For  
{Subcontractor's name}

By:

By:

\_\_\_\_\_  
{name}  
{title of officer}  
Date Signed: {insert date}

\_\_\_\_\_  
{name}  
{title of officer}  
Date Signed: {insert date}

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**

This indefinite delivery, indefinite quantity subcontract (Subcontract) is made by and between Chemonics, (Chemonics) and [insert subcontractor name] [insert subcontractor acronym]. Chemonics is the lead contractor awarded the USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project on a prime indefinite delivery, indefinite quantity (IDIQ) contract with orders as referenced on the cover page funded by the United States Agency for International Development (USAID).

GHSC-PSM facilitates the supply of health commodities in support of United States Government (USG) funded public health initiatives in Haiti by providing direct procurement and supply chain management support to USAID programs, the President’s Emergency Plan for AIDS Relief (PEPFAR), Population and Reproductive Health (PRH), and USAID’s goal to End Preventable Child and Maternal Deaths (EPCMD) as well as provide systems strengthening technical assistance to improve supply chain management and commodity security around the world.

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

Chemonics implements the GHSC-PSM project and will be responsible for facilitating the storage of pharmaceutical cold chain, pharmaceutical grade, and ambient health commodities in Port-au-Prince in Haiti on behalf of USAID.

This subcontract represents and comprises Chemonics’ and the Subcontractor’s complete agreement with respect to providing the warehousing services described below. This Scope of Work, prices and all provisions, terms and conditions herein equally apply to the Subcontractor’s performance of the services in any of the orders issued hereunder.

The Subcontractor shall be responsible for the management for pharmaceutical cold chain, pharmaceutical grade, and ambient health commodities. The Subcontractor shall be capable to maintain and operate the existing MHE at the Fleuriot Warehouse; as well as warehousing operations management suitable for receiving, storage, picking & packing and dispatch services for cold chain, pharmaceutical grade and ambient commodities.

Subcontractor shall maintain the facilities and operation in accordance with WHO Guide to Good Storage and Distribution Practices (Working document QAS/19.793), comply with WHO Model Guidance for the Storage and Transport of Time and Temperature Sensitive Pharmaceutical Products-Annex9, the WHO Technical Supplements to Model Guidance for the Storage and Transport of Time and Temperature Sensitive Pharmaceutical Products-Annex9 and consultation provided by Chemonics on relevant quality standards.

Subcontractor shall be responsible for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor’s custody at the facilities. The commodities and property shall be stored as requested by GHSC-PSM Haiti’s Field Office until released to the distribution agent, consignee, or another party so designated by the project office.

The Subcontractor shall report on warehouse management performance in the form of periodic reports including but not limited to deliverables and key performance indicators related to commodity receipt,

storage, picking & packing and dispatch. The template for these reports as well as means for verification will be discussed and agreed with Chemonics. The Subcontractor shall take all direction and instructions as pertains to the Chemonics-supported donor program commodities from the designated Chemonics representatives, acting as a service provider and does not acquire ownership in respect of the goods stored.

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 distributed.

Sub-headings within this Scope of Work are for organizational purposes only.

Individual sub-task orders will be issued for detailed statements of work and deliverables to support the handling, reception, storage and dispatch of the specified quantities of pharmaceutical commodities. Activities within the scope of this IQS include but are not limited to the below:

### **Facilities and Equipment**

Subcontractor shall operate and maintain the Fleuriot Warehouse pharmaceutical cold chain, pharmaceutical grade, and ambient storage facility in compliance with the following requirements:

- a. No unauthorized personnel shall be permitted access to facilities. Chemonics, its designates, Global Fund and USAID staff shall be granted access to any facility during business hours, unless otherwise agreed, for the inspection of the goods and facility, as well as to capture metrics of vendor performance.
- b. Stock shall be under continuous supervision, with adequate security staff and resources, which shall be provided on a rotating schedule 24 hours a day, seven days a week.
- c. The following equipment is owned by the US Government and will be given in concession to the Subcontractor for the duration of the subcontract.
  - material handling equipment: manual pallet jacks, hand trolleys, forklifts and adjustable pallet racks;
  - fire suppression systems: serviced fire extinguishers, and related equipment included in the list of Chemonics MHE and Assets;
  - all other equipment included in Appendices Part 1 (List of Chemonics MHE and Assets);
  - a maintenance plan and log for the above listed equipment must be used and shared with Chemonics;
  - The equipment given in concession to the Subcontractor shall be returned to Chemonics in good operating condition (reasonable wear and tear excepted) at the end of the subcontract;
  - The Subcontractor shall maintain the equipment fully functional at all times.
- d. The following equipment shall be provided by the Subcontractor, maintained and fully functional at all times:
  - i. all safety and security equipment including: internal CCTV system and access control systems if deemed necessary. Footage must be stored on a cloud-based system for a minimum of 60 days after recording, accessible to Chemonics if requested; Chemonics will operate and maintain the existing CCTV system.
  - ii. Warehouse Management System (WMS) subscription and services, and any necessary associated hardware/software;
  - iii. all computer and network equipment required for warehouse management, including but not limited to computers, printers, server, network hardware, handheld devices, etc.;
  - iv. Wi-Fi network for Subcontractor's use; the current installed capacity is for Chemonics' exclusive use.

- v. all communications technology and equipment, including telephones, internet bandwidth required in excess of the 5Mbps that Chemonics will provide, mobile phones, fax, and email;
  - vi. all temperature monitoring and recording equipment, including temperature alarms for the cold chain storage areas. This equipment shall be Wi-Fi enabled and guarantee 24-hour access to Chemonics;
  - vii. additional MHE, tools and safety equipment deemed necessary for the delivery of warehousing services.
- e. Storage facilities shall be clean. A written sanitation procedure shall be maintained and approved by Chemonics, together with logs recording.
  - f. Chemonics will be responsible for pest control at the warehouse.
  - g. Chemonics will operate and maintain the set of power generators currently installed at the warehouse.
  - h. The offeror shall be responsible for complying with the applicable environmental regulation as per the USAID Title 22 Code of Federal Regulations Part 216- Environmental Procedures and with the applicable Haitian environmental laws, and regulations to safeguard the environment and human health and safety.
  - i. There must be enough pallets so that pharmaceutical and non-pharmaceutical health commodities are stored off the floor (on the adjustable pallet racks) and are suitably spaced to permit cleaning and inspection.
  - j. In order to optimize space, commodities should be stacked as high as recommended by manufacture.
  - k. The storage areas in the facility shall be organized and maintained for the specified product categories (pharmaceuticals, laboratory reagents & consumables, other health commodities and hazardous commodities (if required)). There must be defined areas for quarantine, rejected, returned or recalled products. There must be sufficient staffing to allow for: products to be stored in an orderly fashion, rapid receipt to the designated areas, picking and packing process. The use and management of loading dock doors shall adhere to an SOP that minimizes the time these doors remain open. The Subcontractor shall prepare and submit this SOP for Chemonics approval. The Subcontractor shall consider measures that result in minimizing fuel consumption and ACs/generators' wear and tear. Among the measures for this SOP, the Subcontractor shall include doors management during and after receiving and dispatching commodities. The comprehensive management compliance audit will include the adherence to this SOP.

The Subcontractor will be assigned 154 m<sup>2</sup> in the warehouse first floor to dedicate to its staff's offices. This area is already equipped with AC split units for the Subcontractor to operate and GHSC-PSM to maintain. Other details of this area are presented in the Appendices Part I.

A list with key operation, maintenance and services responsibilities is provided in the Subcontract Appendices Part I. This list is not intended to be exhaustive; the subcontractor is expected to provide all equipment, tools, consumables and services needed for the delivery of warehousing services taking into account the equipment Chemonics will be given in concession to the Subcontractor for the duration of the agreement, and the services that GHSC-PSM Haiti will retain.

### Temperature Controls

Subcontractor shall operate and maintain **all storage areas** in compliance with the following temperature control requirements:

- a. Storage areas shall be clean and dry and maintained within acceptable temperature limits depending on product and manufacturers' guidance.

- b. Temperatures shall be monitored digitally and continuously throughout the facility. Equipment used for monitoring shall be calibrated at acceptable and defined intervals. The Subcontractor shall ensure that temperatures are maintained at appropriate levels for the commodities being stored, and that temperature logs are shared with Chemonics weekly (every Monday), with summary reports and easy retrievable electronic formats for review by Chemonics.
- c. There shall also be a capability for remote monitoring of the temperature readings. Remote access shall be granted to Chemonics. The remote access shall allow for the easy download of temperature logs. The monitoring system to be deployed must be compatible with regular operating system (OS) software. The application software to be deployed must also be capable of sending email, SMS and phone call alerts to key Chemonics staff and requisite warehouse staff when there is temperature excursion outside the defined ranges for each storage area. Audio and visual alarms shall be located in strategic and accessible locations.

Subcontractor shall operate and maintain pharmaceutical **cold chain** storage in compliance with the following temperature control requirements:

- i. The shelving for the storage of cold chain commodities shall allow for air flow to prevent freezing risks or increased exposure to heat.
- ii. The temperature of the facility(ies) shall be checked, continuously digitally monitored, and recorded. Documentation of adherence to the temperature requirements for cold chain dependent health commodities (2-8 °C) shall be provided to Chemonics on a weekly basis (every Monday).
- iii. A back-up cold room is available to provide support in the event of complete failure of the main cold rooms. This back-up cold room shall be subject to scheduled tests to ensure equipment functionality. All tests shall be coordinated with Chemonics.
- iv. A full contingency and risk recovery plan shall be defined in coordination with Chemonics to address and guarantee cold chain storage capacity in the event force majeure, disaster or cold rooms failures. This plan shall be submitted within thirty (30) days of the Subcontract award.
- v. The Subcontractor shall propose the cold storage and central HVAC operating parameters for Chemonics review and approval. While Chemonics is responsible for maintenance of the cold chamber, the Subcontractor is ultimate responsible for following SOPs if the cold chamber breaks down.

Subcontractor shall operate and maintain **pharmaceutical grade** storage in compliance with the following temperature control requirements:

- a. The temperature of the facility(ies) shall be checked, continuously digitally monitored, and recorded. Documentation of adherence to the temperature requirements for pharmaceutical grade health commodities (<25 °C) shall be provided to Chemonics on a weekly basis (every Monday).
- b. A full contingency and risk recovery plan shall be defined in coordination with Chemonics to address and guarantee pharmaceutical grade storage capacity in the event force majeure, disaster, or HVAC systems failures. This plan shall be submitted within thirty (30) days of contract award.

## **Product Control**

Subcontractor shall have written Standard Operating Procedures (SOPs) to ensure the control of commodities in such a manner that prevents contamination, mix-ups, and cross contamination including:

- a. The receiving dock shall be managed to prevent product cross contamination and mix-ups. The receiving SOP should be carried out swiftly to prevent exposure of commodities to direct sunlight, dust, dirt, rain, wind, and from extremes of heat, cold, and solar radiation that could damage the products.

- b. Shipments shall be physically examined upon reception, following written SOPs, to ensure shipment uniformity and applicable controlled conditions (temperature, light, etc.) have been met. All results shall be recorded. Any abnormal situation with the shipment must be reported and the commodities will be placed in quarantine until an authorized release or rejection is obtained in writing by Chemonics.
- c. Commodities must be stored under the manufacturers required conditions. The stock shall be appropriately rotated, with emphasis on rotating those commodities stored at the same location for more than three months. Dispatches of stock shall follow “the First Expiry First Out (FEFO)” principle, ensuring the minimum number of batches per product dispatched per facility: ideally one batch per shipment, unless the batch quantity is insufficient to fulfil the order. Chemonics reserves the right to indicate otherwise, overriding the FEFO principle with a written instruction to the Subcontractor.
- d. Utilization of bin locations shall be optimized, and locations must be consolidated or slotted to the extent that it does not contravene good warehousing best practices.
- e. Narcotic drugs and/or other controlled drugs or substances shall be stored in a well-defined and segregated storage area, with written instructions in compliance with international conventions, national laws and regulations on narcotics.
- f. Hazardous commodities shall be stored in a well-defined, well-ventilated and segregated storage area, in compliance with international conventions, national laws and regulations.
- g. Quarantined commodities shall be placed in a well-defined and segregated storage area, in a manner that prevents their use and/or distribution until an authorized release or rejection is obtained in writing by Chemonics.
- h. Rejected, obsolete, and/or damaged commodities shall be identified and stored in a manner that prevents their use and/or distribution until a final instruction is obtained in writing by Chemonics, to follow the process for destruction or removal from the facility.
- i. Damaged stock due to product improper handling by the Subcontractor shall be notified within twenty-four (24) hours of discovery to Chemonics. Chemonics will confirm and quantify the value of the damaged product, the Subcontractor will be responsible for compensating 110% of the value of the damaged products along with associated management and handling (including freight and insurance) costs. This compensation is in accordance to the insurance terms defined in section II.2.viii – Insurance.
- j. If a commodity is subject to product recall, guidance and instructions for control shall be provided by Chemonics to the Subcontractor.
- k. The dispatch dock shall be managed to prevent product cross contamination and mix-ups. The dispatch SOP should be carried out swiftly prevent exposure of commodities to direct sunlight, dust, dirt, rain, wind, and from extremes of heat, cold, and solar radiation that could damage the products.

Subcontractor shall have written Standard Operating Procedures (SOPs) to ensure the control of **cold chain** commodities to ensure temperature requirements:

- a. Upon receiving, all cold chain products shall be transferred immediately from truck to the cold room.
- b. Heat and cold temperature monitors/indicators shall be checked and collected upon arrival. All monitors and electronics temperature logs shall be shared with Chemonics within 24 hours. Cold chain commodities should be moved to the cold room upon arrival and labeled as quarantine until a written authorization or rejection is obtained by Chemonics.
- c. All Subcontractor personnel should have the requisite training to be able to make critical decisions in cold chain management and to ensure appropriate handling of temperature sensitive commodities. Records of this training should be maintained and documented.

- d. Special care shall be taken to ensure the proper packaging is used to maintain temperature conditions when cold chain commodities will be dispatched from the warehouse. Safety precautions are taken when using dry ice, and it must be ensured that the health commodities do not come into contact with dry ice as this may adversely affect product quality, e.g. by freezing. Temperature monitoring devices must be used when dispatching cold chain commodities.

## Inventory Management

Subcontractor shall have written Standard Operating Procedures (SOPs) and records to document all the commodities inventory related activities in compliance with the following requirements:

- a. Subcontractor shall maintain an automated inventory control and management system (Warehousing Management System - WMS) with cloud-based capabilities. The WMS shall provide the following:
  - i. software: batch and dynamic inventory control that allows for the control of goods in such a manner that prevents contamination, mix-ups, and cross-contamination; the system shall capture and maintain volumetric, weight, and unit price data on every commodity; keeping records inbound and outbound inventory, inventory adjustments, physical inventory counts and reconciliations;
  - ii. hardware: handheld terminals with barcode scanning capability, to be used for pick, pack, dispatch, receipt, stock control, order fulfilment, and distribution;
  - iii. support (or be able to be extended to support) GS1 barcode identifiers, including the ability to store and transmit details of serial numbers of items in a transaction (look up GS1 serialization);
  - iv. data access must be granted to Chemonics by enabling direct local and remote access to the WMS interface for queries and system reports; as well as daily data sharing through electronic data interchange (EDI) protocols with the data fields defined by Chemonics;
  - v. cloud-based customer order management portal:
    - real time client access for stock visibility and reports;
    - electronic ordering and dispatch requests;
    - application programming interface (API) to link with Chemonics' enterprise resource planning (ERP), including CSV integrations via FTP/SFTP;
- b. Subcontractor shall process orders duly authorised by Chemonics, and shall pick, pack, dispatch products for such orders, according to the regular delivery schedule and/or special delivery orders provided by Chemonics, ensuring that products are distributed based on the FEFO principle (except otherwise directed in writing by Chemonics) and dispatches correspond with order and proofs of delivery (PODs) (or electronic proofs of delivery (ePODs)). The Subcontractor shall reconcile and file all outbound PODs after delivery the party responsible for transportation. POD reconciliation in the WMS must capture, dispatch and delivery/receipt dates, details such as damages, losses, and/or discrepancies notified by the recipient. Chemonics must approve the POD template to be used for deliveries.
- c. Packaging, packing, and transportation methods shall comply with manufacturers' requirements for ensuring the safety, efficacy, and quality of the product, and shall be appropriate for distribution in the particular climates and transport and storage conditions encountered in Haiti. The Subcontractor must provide all required packing material and its cost shall be considered in the fixed unit prices. Chemonics currently uses standard shipping carton (20 x 16 x 14 inches) with an annual consumption of around 8000 units. The historical consumption of passive cooler consumption per quarter is 5 to 7 units (External Dimensions: 596 x 396 x 367mm & Internal Dimensions: 496 x 296 x 260mm)
- d. Orders will be received at least 2 days prior to required dispatch date.

- e. It is recognized by Subcontractor that flexibility at times will be required and thus orders might be received with less than the 2 days' notice prior to required dispatch. In these situations, the Subcontractor has to deploy all necessary resources in order to meet the required deadlines for delivery to the recipients, including potentially working in emergency or high-risk situations (with justification provided by Chemonics) on a rotating schedule, 24 hours a day, seven days a week (including holidays). Subcontractor shall consider using compensation time schedule for work performed during these unusual emergency situations.
- f. Products shall be stacked in accordance with manufacturers' instructions, with packaging labels free from obstruction, clearly displaying contents, weight, quantity, manufacturer, expiry dates, and any special instructions for handling stacking shipping storage and/or transportation of the contents.
- g. Commodities available for dispatch must be labeled accordingly.
- h. All commodities are required to be stored off the floor at all times - either on pallets at floor level or on the racks. The Subcontractor is responsible for ensuring that all full pallets are stretch wrapped and labeled, whether kept stored at floor level or on the racks.
- i. In the picking racks/bin location, all items must be in their own fixed-bin location, and no more than one item per location is allowed. This is to be managed through the WMS system.
- j. The inventory control personnel are responsible for ensuring that separation of batches is maintained.
- k. Products are to be covered and not left open, except in the fine pick locations.
- l. Security Tape – The subcontractor must use proprietary, anti-tamper security tape to seal or reseal all boxes packed at the warehouse. The anti-tamper seal included in the security tape should, when removed, leave a clearly visible warning message on the box for easy detection of attempted theft. If boxes have existing security tape from the manufacturer, the Subcontractor must add proprietary tape, pasted perpendicular to the manufacturers' tape. If procedures are not followed and security tape is not used, the Subcontractor will be responsible for compensating 110% of the value of the lost commodities from tampered boxes, as per section II.2.ix – Liability for Lost or Damaged Goods.
- m. Boxes in the bulk storage area are to be resealed where possible. This is especially important after any quality assurance sampling which may be required.
- n. Boxes used for storing product must either be the USAID branded boxes, the vendor's boxes, or unprinted boxes. Boxes that are recycled must have all details defaced off the box before they can be reused. All unprinted boxes must have a label showing details of the content.
- o. Mixing of products during picking and packing into original vendor's boxes shall not be permitted. If it is in a vendor's branded box, other products cannot be picked or packed into that same box.
- p. Mixing of products in unprinted boxes during picking and packing is permitted but shall be well labeled (product description, batches and expiry date, quantity, temperature requirement).
- q. All pallets used shall be firm and unbroken and heat treated (if wooden), clean, free of dirt and insects, and stored or cross docked in a dry area. Where necessary, pallets are to be scrubbed and vacuumed.
- r. There shall be adequate resources to ensure that the loading and offloading of health commodities in and out bound vehicles to the facility is conducted in a timely fashion to ensure there are no unnecessary delays in commodities receipt and dispatch. The maximum number of hours spent loading or offloading a vehicle: offloading a 30ton/40ft. container 1.5-2hrs; loading 2-3 hrs. max; offloading a 20 ton/20ft container or less 1-1.5hrs, loading 1.5-2hrs max.
- s. Subcontractor shall record the quantities, batch number, expiry date, and temperature reading (on the temperature monitoring device that shall accompany shipments if required) of the product(s) being handed over to the distribution agent, and any other relevant information provided by Chemonics in the delivery slip. The delivery slip shall have the signature from the distribution agent to confirm receipt of product from the facility.
- t. Subcontractor shall issue a daily inventory variance report directly from the WMS.

- u. Subcontractor shall facilitate and participate in full physical inventories joined by Chemonics or its delegated audit agency every three (3) months. Reconciliation reports must be provided in writing to Chemonics, ensuring stock data is accurate in the WMS. Chemonics can request physical inventories of specific products, product categories or specific storage areas to the Subcontractor; Chemonics will provide at least 24-hours advanced notification. In the event of loss or inventory discrepancies of stock due to mishandling by the Subcontractor (i.e. missing items, theft, damage or expired (failure to comply with FEFO)) identified during the physical counts, Chemonics will confirm and quantify the value of the loss of stock, the Subcontractor will be responsible for compensating 110% of the loss stock or inventory discrepancy value as per section II.2.iii Product Control, literal I, section II.2 viii– Insurance, and section II.2.ix – Liability for lost or Damaged Goods.

### **Key Performance Indicators**

Chemonics and the Subcontractor shall use the Key Performance Indicators (KPIs) provided herein to measure the Subcontractor's performance on a monthly and quarterly basis. These KPIs shall be an integral part of the agreement resulting from this procurement process. The Subcontractor shall report KPIs on a monthly basis and Chemonics shall conduct performance spot checks using these KPIs.

No.	KPI	UOM	Description	Reporting Frequency	Target		
					Minimum	Meet	Strive
1	On Time Receiving & put away	%	Percentage of inbound shipments received and available at the put away location in the WMS within 72 hours or less (according to the requirements: product sorting storage categorization, product consolidation, etc.).	Monthly	95.0% - 97.9%	98%.0 - 99.4%	99.5%
2	Cycle Count Inventory Accuracy	%	Absolute percent of accuracy of units measured (counted) at each location (theoretical stock vs physical stock)	Monthly	100%	100%	100%
3	OTIF	%	The percentage of orders prepared on time (OT), with the commodities and quantity requested	Monthly	95.0% - 97.9%	98%.0 - 99.4%	99.5%
4	Comprehensive Management Compliance Audit	Pnts	Integrated management audit to measure compliance with WHO Storage Guidance for Pharmaceutical Products, EHS, Quality System (SOPs), and Subcontract SoW	Quarterly	85pnt - 90pnt	90pnts - 95pnts	<95Pnts

Chemonics and the Subcontractor will further define additional KPIs to meet business needs through the implementation of the agreement. Chemonics will review all agreed upon KPIs with the Subcontractor on a periodic basis to address, resolve and recuperate excess costs due to performance-related problems.

Chemonics may use at its discretion third party auditors to verify KPIs related information.

The KPIs below the minimum target will require some level of invoice reimbursement for failed services below the KPIs target. Additionally, an approved formal corrective action plan with root cause analysis and explanation of the process changes to bring the KPI above the minimum target shall be required.

KPIs with individual performance below the minimum KPI target for two (2) consecutive months will trigger Subcontractor's reimbursements to Chemonics as follows:

No.	KPI	Related Cost Item	First Occurrence	Second Occurrence Within three (3) months of the first occurrence	Third Occurrence Within six (6) months of first occurrence
1	On Time Receiving & Put Away	In-Bound	<b>&lt;95.0% target</b> 2% Reduction of monthly invoice	<b>&lt;95.0% target</b> 5% Reduction of monthly invoice	<b>&lt;95.0% target</b> Potential Contract termination
2	Cycle Count Inventory Accuracy	In-Bound	<b>&lt;100.0% target</b> 2% Reduction of monthly invoice	<b>&lt;100.0% target</b> 5% Reduction of monthly invoice	<b>&lt;100.0% target</b> Potential Contract termination
3	OTIF	Out-Bound	<b>&lt;95.0% target</b> 2% Reduction of monthly invoice	<b>&lt;95.0% target</b> 5% Reduction of monthly invoice	<b>&lt;95.0% target</b> Potential Contract termination

In the event performance for two or all KPIs are below the minimum target within the same period of occurrence, the percentage of reduction will be accumulated.

KPI #4 (Comprehensive Management Compliance Audit) performance below the minimum target for two (2) consecutive quarters can result in the potential contract termination.

## II.2.vi Security

- a. Subcontractor shall (i) prepare and maintain a complete security plan which will include sufficient precautions to ensure that no unauthorized personnel have access to the facilities, taking into account the security situation in the part of the country where the services are being provided; (ii) assume all risks and liabilities related to Subcontractor security and full implementation of the security plan. Chemonics reserves the right to verify whether such a plan is in place at any time after the kick-off meeting and suggest modifications to the plan when necessary; and (iii) ensure that necessary security regulations are included in the plan and adhered to by all staff. Failure to maintain and implement security plan as required may be deemed a breach of contract. The

Subcontractor shall provide security services inside the warehouse compound perimeter and Chemonics retains the responsibility for external security outside of the warehouse compound perimeter.

- b. Within 24 hours, Subcontractor shall report any incidences of loss or damage to the commodities in the facility or any event that can affect the integrity of the commodities including: fire, dampening/wetting of commodities in stock due to leaking roof or flooding, etc.

### **I.2.vii - Force Majeure and Disaster Recovery Planning**

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

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

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

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

Should Subcontractor suffer a Force Majeure Event, Subcontractor shall use all reasonable efforts to ensure the continuity of Services by activating the Contingency Plan. If after implementation of the Contingency Plan, the Force Majeure Event prevents Subcontractor from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) Business Days, Chemonics may terminate this Subcontract in accordance with Section G. Term and Termination.

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

If **SUBCONTRACTOR NAME** anticipates or encounters difficulty in meeting performance requirements or complying with the Subcontract, then it shall immediately notify the GHSC-PSM representative in writing.

### **A.3. DELIVERABLES**

This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis. The deliverables are defined at the IQS level and at the task order.

#### **A.3.1 Deliverables at IQS level**

The Subcontractor shall prepare and submit the following deliverables at the IQS level:

##### Deliverable No. 1 - IQS: Security Plan

The content and management of the Security Plan is defined in the Security section. This plan is due before the subcontract is signed.

##### Deliverable No. 2 - IQS: Staffing Plan

The Subcontractor shall adjust the staffing plan submitted with the proposal to reflect the IQS terms and conditions. This plan is due two (2) weeks after the award for Chemonics review and approval.

##### Deliverable No. 3 - IQS: Work Plan

The Subcontractor shall adjust the work plan submitted with the proposal to reflect the IQS terms and conditions. This plan must include the SOPs submitted with the proposal and the ones requested in the SOW.

Also, part of this plan is the functional organogram to support the implementation of the subcontract. This section shall present the qualifications of the proposed Subcontractor team that responds to the warehouse operations methodology and strategy. The Subcontractor shall include a Pharmacist in its key personnel. Key management positions shall be included and identified on the organogram. The Subcontractor shall include position title(s), scope(s) of work, and key qualifications for the key management position(s). There shall be an adequate number of qualified personnel to achieve pharmaceutical quality assurance objectives. Qualifications of all key positions must be in line with Haiti national regulations.

This plan is due two (2) weeks after the award for Chemonics review and approval.

##### Deliverable No. 4 - IQS: Maintenance Plan

The maintenance plan shall be submitted to Chemonics two (2) weeks after the award for review and approval. It shall ensure avoidance of damage to the equipment Chemonics will hand over to the Subcontractor and to the subcontractor's equipment. The plan shall minimize the risk of staff injury and strive for warehouse operation optimization.

##### Deliverable No. 5 - IQS: Contingency and Risk Recovery Plan

The contingency and risk recovery plan is requested in section Temperature Control of the SOW. The Subcontractor shall submit to Chemonics this plan two (2) weeks after the award.

##### Deliverable No. 6: Fire Prevention and Response Plan (FPRP)

The FPRP shall be submitted to Chemonics before the subcontract is signed for review and approval. The FPRP must include, at minimum, the following information regarding the Subcontractor’s approach to prevent and respond to a fire event:

- Staff roles and responsibilities to ensure surveillance and response coverage 24/7, 365 days a year.
- Hazard assessment including a list of all major fire hazards, proper handling and storage procedures for materials, potential ignition sources and their control, and the type of fire protection equipment to be used to control each major hazard.
- Prevention and preparedness activities including a training plan, graphics materials (guides, posters, etc.) and a drill schedule.
- Fire extinguishing system description
- Employee alarm system description
- Standard Operating Procedures (SOPs) required to carry out the FPRP including but not limited to the following:
  - Procedures to control accumulations of flammable and combustible waste materials.
  - Procedures for regular maintenance of safeguards installed on heat-producing equipment to prevent the accidental ignition of combustible materials.
  - Procedures for operations and maintenance of the extinguishing system.
  - Response procedures to extinguish any warehouse fires
  - Response procedures for notifications to fire department and GHSC-PSM Haiti project management.

The Subcontractor must inform its employees of the fire hazards to which they are exposed and what they need to do if a fire event occurs. This information shall be provided by the Subcontractor to the employees before they start working at the warehouse.

**Schedule for IQS Level Deliverables**

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

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Quantity</b>	<b>Due Date/Due Time</b>	<b>IQS Deliverable</b>
1 - IQS	Security Plan	1	At kick-off meeting	IQS
2 - IQS	Staffing Plan	1	2 weeks after the award	IQS
3 - IQS	Work Plan	1	2 weeks after the award	IQS
4 - IQS	Maintenance Plan	1	2 weeks after the award	IQS
5- IQS	Contingency and Risk Recovery Plan	1	2 weeks after the award	IQS
6- IQS	Fire Prevention and Response Plan (FPRP)	1	Before Subcontract is signed	IQS

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

### A.3.2 Deliverables at Task Order Level

The Task Orders issued under this IQS will include at least the following deliverables:

#### Deliverable No. 1 - TO: Daily Inventory Variance Report.

The Subcontractor shall issue this report directly from the WMS. It should show the physical adjustments made in the system indicating quantity by item and their value.

#### Deliverable No. 2 - TO: Notification of Delivery of New Consignments

1. Upon completion of the delivery of new consignments to the warehouse, Subcontractor shall inform via email all parties on a pre-approved recipients distribution list with the following information:
  - a. Subject line: "Inbound Shipment Arrival Notification – GHSC-PSM Haiti"
  - b. Body of email: Please be aware that a shipment has arrived at the warehouse on mm/dd/yy. Details:
    - Program: PSM-PEPFAR, PSM-PMI, GF-HIV, GF-MAL, PSM-FP or USAID/UNFPA/GON, or any donor/program as may have communicated.
    - RO Number/ASN - PO Number
    - Information on the waybill/ POD regarding number of pallets/cartons
    - Status of delivery- complete / incomplete
    - Detailed receiving report to follow within 48 hours of receipt.
    - Update the information of the unit prices of the line items, as the case maybe and ensure this data is also updated in the WMS.

In addition, for cold chain commodities:

- The Subcontractor shall confirm that the shipment arrived with a temperature monitoring device (TMD) and/or temperature control device (e.g. ice packs).
- The Subcontractor must stop the TMD and download the data from the TMD. The downloaded shall be shared as part of the receipt report with Chemonics.
- The Subcontractor shall check condition of ice pack and/or dry ice.
- Take adequate number of pictures of the shipment, showing clearly how the shipment was packed and the position of the TMD, position of temperature control device and the condition of temperature control devices.
- When a cold chain shipment arrives without TMD and/or temperature control device (e.g. ice packs), the Subcontractor shall notify Chemonics immediately via email and phone call.
- Attachments: Signed POD/receiving report.

#### Deliverable No. 3 - TO: Receiving Report

Within 48 hours of inbound shipment arrival, or within the time period agreed upon for special or large shipments, Subcontractor shall send a detailed receiving report to all parties on a pre-approved email distribution list that includes a list of the commodities received, quantities, batch numbers, and details on any pallet reconfigurations, re-palletization (which is subject to agreement and approval by Chemonics, including details on damages, losses, and/or discrepancies).

#### Deliverable No. 4 - TO: Weekly Reports

Subcontractor shall send the following weekly reports:

1. Validated Stock Summary Report to all parties on a pre-approved email distribution list. This report details the stock on hand by product and batch number as at opening of business every Monday (including product description, quantities, values, expiry dates, manufacture dates, and remaining

shelf life), stock issued and received in the previous week, details on all orders packed and tendered the previous week, and the opening and closing balance for the previous week. Separate tabs should be included, which contain information on any damages, short expiry products, and returns.

2. Temperature reports to all parties on a pre-approved email distribution list, at opening of business every Monday. This report details the temperature logs, highlighting deviations and compliance with the defined parameters for cold chain and pharmaceutical grade storage. The temperature loggers data must be identified based on their location within the storage areas.

#### Deliverable No. 5 - TO: Monthly Reports

Subcontractor shall send the following monthly reports:

1. Monthly Consolidated Report: Report of current stocks summarizing receiving, distributing and final stock on a monthly basis for all of GHSC-PSM Haiti, or other donor program commodities. This report will indicate the number, description, batch number, unit and dosage of each product. The report will show in summary the initial quantity in stock at the beginning of the month, the quantity received, the quantity distributed and the final stock at the end of the month informing the shelf life of remaining stocks and eventually expired stocks.
2. Monthly updates of stock issued, received, and on hand, value of products received, issued and on hand (per line item) including monthly up-dates of stock aging analysis and reporting.
3. Inventory Transaction Details (ITD) by Implementing Partner (IPs) and donor/program: This report contains the list of commodities given to each IP with quantities and values. This list is sequential by IP.
4. ITD by Program: This report contains a list of commodities given to IPs with quantities and values from a particular program [PSM-PEPFAR, PSM-PMI, GF-HIV, GF-MAL, PSM-FP or USAID/UNFPA/GON, or any donor/program as may have communicated.] This list is sequential by Implementing Partner (IPs) and donor/program. ITD by Product (Stock Ledger): This report gives detailed transactions by product with a quantity/value summation.
5. Inventory Activity Report: All commodities received/issued for the period with transaction references (PO numbers, ASN no., MAWB no. for all Inbound and WCOF no. for all Outbound).
6. Proofs of Delivery (PODs) reconciliation report: This report contains the list of PO numbers, dispatch and receipt dates, including details on damages, losses, and/or discrepancies notified by the recipient.
7. Batches and Expiry Report (BER): This shows batches and expiry date of current stock balances.
8. Report of internal monthly full stock counts by the Subcontractor: This report contains the list of all the products available at the facility during the stock count, including details on stock discrepancies. Stock discrepancy adjustments must be conducted in the WMS with written approval by Chemonics. Chemonics reserves the right to request an eventual physical inventory of the products with discrepancies.

#### Deliverable No. 6 - TO: Quarterly Inventories and Reconciliation Reports

Subcontractor shall facilitate and participate in full physical inventories joined by Chemonics. Reconciliation reports must be provided to all applicable parties. This report details the outcome of the physical stock count, highlighting results by product, batch, location and category accuracy. The report should also include a summary of all the losses or negative results from the physical stock count by quantity and commodity value.

#### Deliverable No. 7 - TO: Outbound Shipment PODs

Upon dispatch of outbound shipments, Subcontractor shall send copies of the PODs (or ePODs when available) signed by the party responsible for transportation to Chemonics as evidence of handing over the picked and packed orders to the responsible party.

#### Deliverable No. 8 - TO: Ad-Hoc Requests

When applicable or as requested, Subcontractor shall provide the following to Chemonics:

1. Copies of any insurance claim filed on behalf of Chemonics for products lost or stolen from the warehouse.
2. Copy of a valid insurance certificate(s) – if insurance is requested by Chemonics – which must also include fidelity all risk insurance including but not limited to collusion and theft, covering goods in the warehouse.
3. Copies of Subcontractor’s written sanitation control procedure, together with logs recording the use of all cleaning agents including amount used, method of application, and date and time.
4. Copies of temperature mapping reports, certified and endorsed by qualified entities.
5. Any other documentation(s) and/or certification(s) relating to but not limited to quality assurance of the warehouse.

The Subcontractor must always ensure that, the total value of stock in the warehouse can be ascertained. Unit prices of commodities must be continually updated as the need arises and must be captured on all reports and documents (e.g. PODs, delivery notes etc.).

#### **Schedule for TO Level Deliverables**

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Quantity</b>	<b>Due Date/Due Time</b>	<b>TO Deliverable</b>
1 - TO	Daily Inventory Variance Report	TBD	Starts next day after the warehouse inventory is handed over to the Subcontractor	TO
2 - TO	Notification of Delivery of New Consignments	TBD (Ad hoc)	Within an hour of delivery completion	TO
3 - TO	Receiving Report	TBD (Ad hoc)	Within 48 hours of inbound shipment arrival, or within the time period agreed upon for special or large shipments	TO
4 - TO	Weekly Reports	52	COB on Mondays	TO
5 - TO	Monthly Reports	12	5 <sup>th</sup> working day of the following month	TO
6 - TO	Quarterly Inventories and Reconciliation Reports	4	Every three months after the Task Order award.	TO
7 - TO	Outbound Shipment PODs	TBD (Ad hoc)	Within an hour of outbound shipments dispatch.	TO
8 - TO	Ad-Hoc Requests	TBD (Ad hoc)	To be agreed	TO

Deliverable numbers and names refer to those fully described above.

## **SECTION B. SUBCONTRACT TYPE AND SUB-TASK ORDERS**

### **B.1 SUBCONTRACT TYPE**

a) This is an indefinite quantity type subcontract with sub-task orders issued hereunder priced on a firm fixed price basis (SECTION EE includes sample Task Order). These sub-task orders will be issued as the need arises. The quantities of supplies and services specified under this subcontract are estimates only and are not purchased by this subcontract.

A Fixed Price Sub-Task Order is a subcontract for services, reports, or other concrete deliverables provided to and accepted by Chemonics on behalf of GHSC-PSM and/or USAID. As the name implies, the unit prices of the sub-task order are fixed and are not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by sub-task orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in this subcontract as the "Maximum Subcontract Ceiling." Chemonics will order at least the quantity of supplies or services designated in the subcontract as the "Minimum Order Guarantee."

c) Except for any limitations on quantities in the sub-task order Limitations clause, there is no limit on the number of sub-task orders that may be issued.

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

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

The two categories of fixed unit rates of this IQS are:

- Product Movement (In-Bound and Out-Bound)
- Fixed Operating Services Costs

Each fixed unit rate cost category listed above shall encompass the following:

#### **Product Movement**

All required labor to support the operation and activities outlined in the scope of work in Section II, office furniture, office equipment, warehouse equipment, safety and security items and any material needed to fulfill the In-Bound and Out-Bound activities. For the In-bound invoices reconciliation and payment, Chemonics will request the submission of a Good Receipt report exported from the subcontractor's WMS, and a Processed Orders report for reconciliation and payment of the Out-bound services. The information in these reports is subject to GHSC PSM Haiti project verification using shipping documents, order requests, PODs and other supporting documents. Additionally, GHSC PSM Haiti project reserves the right

to locally and remotely access the WMS to view and verify the information presented in reports and in general, to verify data entered into the system and its flow.

**Fixed Operating Services Costs**

All costs needed to support the operation that are not directly related to the volume of In-Bound and Out-Bound activities, which shall include items such as, but not limited to: material handling equipment’s maintenance services, Warehouse Management System (WMS), internet service beyond the bandwidth that Chemonics shall provide, internal cleaning services, management cost, internal security guards service, temperature monitoring systems, internal CCTV and access control. The Fixed Operating Services Costs will be presented as a monthly fixed rate. This fixed rate will not subject to revisions for the duration of the task order. Chemonics shall not reimburse for any operating cost including travel costs, that are not embedded in the monthly fixed rate.

The following price list represents the rates to be utilized for services requested under RFTOP hereunder. Prices are not to exceed the rates set forth below.

Cost Item	Activities	Cost Drivers/Rate	Service Reconciliation	
		Pallets	Data	Source
<b>In-Bound</b>	Unloading, Regular External Inspection and Receipt of Pallets	\$ -	Good Receipt Report	WMS, GRs Reports, 3 way Matching
	Physically check delivery against delivery documentation received			
	“Break down” mixed pallets containing more than one product or stock keeping unit (when applicable)			
	Re-palletize when appropriate (i.e. mixed pallets, damaged or dirty pallets)			
	Record delivery into appropriate inventory management system (WMS)			
	Temperature Data Log Recording & Processing when required			
	Put away Incoming Pallets			
	Storage of a pallet/carton within a designated storage area			
	Inventory, WCS (WMS) & Reporting Management			
	Cycle Counting and Wall to Wall Counts			
	Returns & Recalls Management			
	Quarantine Inventory Management			
	Cold Boxes Inventory Management			
	Returns & Recall			
[Insert other activities as applicable]				
[Insert other activities as applicable]				
[Insert other activities as applicable]				
Cost Item	Activities	Line Item	Data	Source
<b>Out-Bound</b>	Receive Orders from Chemonics via email or WOE/EDI	\$ -	TOs Confirmation Report	POD Conciliation Rpt
	Print Pick List			
	Picking & Packing			
	Products must be picked according to expiry date (FEFO)			
	Confirm batch and quantity picked in WMS			
	Update WMS to confirm TO shipment			
	Loading validations for outbound shipments			
	POD Reconciliation			
	[Insert other activities as applicable]			
	[Insert other activities as applicable]			
[Insert other activities as applicable]				

Fixed Operating Services	Cost Driver	Monthly Cost	Observations/Additional Comments
		\$ -	
		\$ -	
		\$ -	
		\$ -	

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

a) Minimum Obligated Amount. This subcontract includes an initial obligation of funds in the amount of **TBD** 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 task orders will obligate funds to cover the work required under that task order.

b) Maximum Ordering Limitation This is a multi-award IDIQ subcontract with an overall ceiling price of **TBD**. The total value of all orders issued to all IDIQ 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 supplies and services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed ceiling sub-task orders by Chemonics. Such sub-task orders may be issued from the effective date of this indefinite quantity subcontract through its expiration.

b) All sub-task orders are subject to the terms and conditions, including clauses incorporated by reference, of this indefinite quantity subcontract. In the event of conflict between terms and conditions of a sub-task order and of this subcontract, the terms and conditions of this subcontract shall control.

c) Sub-task orders must be issued through written communication by the **GHSC-PSM Insert Position and Name of supervisor** or his/her designee.

d) Sub-task orders are subject to any terms, conditions, and/or limitations which may be imposed by Chemonics or USAID. Any sub-task orders that are modified to allow for a period of performance that exceeds the estimated completion date of the IQS shall retain any and all appropriate subcontract terms and conditions, including revisions to FAR and AIDAR clauses that are effective after the estimated completion date but are within the authorized period of performance in the sub-task order. The indefinite quantity subcontract period is not extended unless by formal modification and new sub-task orders shall not be issued after the basic subcontract estimated completion date, as modified. Only the **GHSC-PSM Insert Position and Name of supervisor** or his/her designee may modify the indefinite quantity subcontract.

**C.2. CONTENTS OF FIXED PRICE SUB-TASK ORDERS**

Each sub-task order shall specify at a minimum:

- a) Sub-task order number;
- b) The effective date and a completion date of the sub-task order;
- c) Statement of work;
- d) Reports and other deliverables;
- e) Schedule of deliverables;
- f) The firm-fixed-unit prices of the sub-task order;
- g) Schedule and method of payments;
- h) Place of performance;
- i) Any sub-task order-specific performance standards;
- j) Any sub-task order specific requirements and relevant information; and
- k) Technical and management direction.

### **C.3. ORDERING PROCEDURE**

As the need for the Subcontractor's services and expertise arise in the course of the project, the **GHSC-PSM Insert Position and Name of supervisor** or his/her designee will draft Request for Sub-Task Order Proposal (RFTOP) containing a scope of work and expected deliverables. Using the RFTOP and the prices established in B.3 both parties will negotiate a fixed price sub-task order. The sub-task order will be issued by Chemonics and it will contain the information outlined in section C.2 above.

### **C.4. PERFORMANCE OF SUB-TASK ORDERS**

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

### **C.5. ORDERING LIMITATIONS**

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

### **C.6. CHANGES, TERMINATION AND STOP WORK**

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

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all

deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) which is incorporated by reference in Section AA herein.

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

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

(a) Only Chemonics' Senior Vice President has authority on behalf of Chemonics to make changes to this Subcontract. All modifications must be identified as such in writing and executed by the parties.

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

(c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to (specify name and title -- usually COP or Program Manager) or other authorized project staff member.

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

The effective date of this subcontract is, **[insert start date]** and the completion date is **[insert end date]**. The Subcontractor shall deliver the deliverables set forth in each sub-task order to **GHSC-PSM [insert Name of supervisor]**, in accordance with the sub-task order schedule.

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

#### **SECTION F. INVOICING AND PAYMENT**

Upon the GHSC-PSM representative's, as identified above or in the sub-task order, acceptance of the contract deliverables described in each fixed price task order, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of GHSC-PSM (**insert name and designation of person who will receive invoices**), and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due in (**choose either US dollars**

or specify a local currency if this is a local subcontract); and d) payment information corresponding to the authorized account listed in below.

#### Payment Account Information

Account name: (INSERT Account name provided by the Subcontractor)

Bank name: (INSERT Subcontractor's bank name)

Bank address or branch location: (INSERT Subcontractor's bank address or branch location)

Account number: (INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable)

Chemonics reserves the right to hold payments if deliverables are not submitted as per their schedule.

The USAID-funded project under which this subcontract is financed does not permit the payment of any taxes, TCA, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country, and in accordance with the bilateral agreement between the Government of the United States and the Government of Haiti, Chemonics will submit the subsequent subcontract for exemption by the Cooperating Country government.

Therefore, Offerors are requested to submit quotations with any taxes, TCA, tariffs, duties, or other levies imposed by the laws in effect in Haiti clearly identified separately from the offered price.

Any resultant subcontract shall be priced as free and exempt from any taxes, TCA, tariffs, duties, or other levies imposed by the laws in effect in Haiti. The Offeror shall not charge any host country taxes, TCA, tariffs, duties, levies, etc. from which this USAID program is exempt. In the event that any exempt charges are paid by the Subcontractor, Chemonics will not reimburse them to the Subcontractor unless Chemonics had approved them in advance in writing.

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's invoice. Payment will be made in (choose either US dollars or specify a local currency if this is a local subcontract), paid to the account specified above.

#### **SECTION G. BRANDING POLICY AND REPORTING REQUIREMENTS**

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

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

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

- (a) The authorized geographic code for procurement of goods and services under this subcontract is 935.
- (b) Except as may be specifically approved by Chemonics, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 —Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Chemonics.
- (c) Ineligible goods and services. The Subcontractor shall not procure any of the following goods or services under this subcontract:
- (1) Military equipment
  - (2) Surveillance equipment
  - (3) Commodities and services for support of police and other law enforcement activities
  - (4) Abortion equipment and services
  - (5) Luxury goods and gambling equipment, or
  - (6) Weather modification equipment.
- (d) Restricted goods. The Subcontractor shall not procure any of the following goods or services without the prior written approval of USAID obtained through Chemonics:
- (1) Agricultural commodities,
  - (2) Motor vehicles,
  - (3) Pharmaceuticals and contraceptive items
  - (4) Pesticides,
  - (5) Fertilizer,
  - (6) Used equipment, or
  - (7) U.S. government-owned excess property.

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

## **SECTION I. INTELLECTUAL PROPERTY RIGHTS**

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

(b) Subcontractor's obligation to defend, indemnify, and hold harmless Chemonics and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Chemonics' Prime Contract for infringement of a U.S. patent and Chemonics and its clients are not subject

to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

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

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

#### **SECTION J. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS**

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

#### **SECTION K. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

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

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

(c) The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and

to ensure that Subcontractor's employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

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

#### **SECTION L. PRIVACY OF CONTRACT AND COMMUNICATIONS**

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

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

- (a) matters the Subcontractor is required by law to communicate to the U.S. Government;
- (b) an ethics or anti-corruption matter;
- (c) any matter for which this Subcontract, including a FAR or AIDAR clause is included in this Subcontract, provides for direct communication by the Subcontractor to the U.S. Government; or
- (d) if Subcontractor is a U.S. small business concern, any material matter pertaining to payment or utilization.

#### **SECTION M. PROTECTING CHEMONICS' INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS**

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

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or

- (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

## **SECTION N. GOVERNING LAW AND RESOLUTION OF DISPUTES**

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

(b) *Disputes based on Client Actions.*

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

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

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

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

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

## **SECTION O. SET-OFF CLAUSE**

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

**SECTION P. ASSIGNMENT AND DELEGATION**

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

**SECTION Q. ORGANIZATIONAL CONFLICTS OF INTEREST**

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

**SECTION R. GRATUITIES AND ANTI-KICKBACK**

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

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

**SECTION S. TERRORIST FINANCING PROHIBITION/ EXECUTIVE ORDER 13224**

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

**SECTION T. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13)**

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

Except as authorized by OFAC, most transactions involving Cuba, Iran, North Korea, and Syria are prohibited, including importing/exporting to/from the United States, engaging in financial transactions, or facilitating any prohibited transactions by third parties. Lists of entities and individuals subject to economic sanctions – which are updated routinely - are included in OFAC's List of Specially Designated Nationals

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

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

## **SECTION U. COMPLIANCE WITH U.S. EXPORT LAWS**

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

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

## **SECTION V. COMPLIANCE WITH U.S. ANTI-CORRUPTION REGULATIONS**

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

- (a) *any foreign official* (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person;

or

- (b) *any person*, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

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

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

## **SECTION W. SUBCONTRACTOR PERFORMANCE STANDARDS**

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

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

(c) Chemonics will use a variety of mechanisms to stay abreast of the Subcontractor's performance under the subcontract, and of general progress toward attainment of the subcontract objectives. These may include:

- 1) Business meetings between the subcontract team, Chemonics and/or USAID
- 2) Feedback from key partners
- 3) Site visits by Chemonics personnel
- 4) Meetings to review and assess periodic work plans and progress reports
- 5) Reports

## **SECTION X. SUBCONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS**

This Subcontract and Subcontractor employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections

established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

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

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

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

(a) Public Availability of Information.

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

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

**Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10 (including executive compensation, if applicable) in the required questionnaire and certification found in Section I.6.** If the Subcontractor maintains a record in the System for Award Management ([www.SAM.gov](http://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 Z. SECURITY**

(a) Operating Conditions – Assumption of the Risk

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

(b) Access to Chemonics' Facilities – Security Requirements

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

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

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

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

Within 24 hours, the Subcontractor shall 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. These incidents include loss or damage to the commodities in the facility or any event that can affect the integrity of the commodities including: fire, dampening/wetting of commodities in stock due to leaking roof or flooding, etc. 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 her designee. incidences of

Subcontractor shall (i) prepare and maintain a complete security plan which will include sufficient precautions to ensure that no unauthorized personnel have access to the facilities, taking into account the security situation in the part of the country where the services are being provided; (ii) assume all risks and liabilities related to Subcontractor security and full implementation of the security plan. Chemonics reserves the right to verify whether such a plan is in place at any time after the kick-off meeting and suggest modifications to the plan when necessary; and (iii) ensure that necessary security regulations are included in the plan and adhered to by all staff. Failure to maintain and implement security plan as required may be

deemed a breach of contract. The Subcontractor shall provide security services inside the warehouse compound perimeter and Chemonics retains the responsibility for external security outside of the warehouse compound perimeter.

## **SECTION AA. 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 BB. INSURANCE REQUIREMENTS AND LIMITATION OF LIABILITY

The Subcontractor will, at its own cost, maintain the following minimum insurance in full force and effect during the entire term of this Subcontract and provide to Chemonics/GHSC-PSM each year a written confirmation by broker or by insurance company a certificate in respect of the following coverage:

- (a) Commercial general liability insurance with a combined bodily injury and property damage single limit of \$2,000,000 per occurrence and \$10,000,000 in the annual aggregate which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury, and broad form property damage with no care, custody and control exclusion, and with no copyright infringement, trade secrets or software code exclusions;
- (b) Warehouse keeper's liability insurance with limits and coverage sufficient to cover the Subcontractor's contractual liabilities under this agreement but at a minimum \$5,000,000 limit per occurrence
- (c) Employer's liability insurance in accordance with the applicable laws of Haiti, but in no event less than \$1 million per occurrence;
- (d) Workers' compensation insurance in accordance with the applicable laws of Haiti;
- (e) Professional liability in an amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate along with a certificate certifying that there is no security breach or unauthorized access exclusion on this policy;
- (f) "All risk" Property (or at least Material) Damage policy covering any equipment, used in providing the services and for which the Subcontractor has a liability for and/or which is owned by the Subcontractor as well as Business Interruption risk insurance based on the following basis of valuation:
  - Equipment – Replacement costs of equipment or parts of it.
- (g) Comprehensive automobile liability insurance with a combined bodily injury and property damage in accordance with the applicable laws of Haiti.

The Subcontractor's policy and certificate shall include all Indemnitees, as additional named insured. The Subcontractor will deliver a certificate(s) of insurance evidencing the coverage specified above to Chemonics **prior to signing this Subcontract and prior to providing any Services**. Such certificate(s) will stipulate that the insurance company(ies) will provide Chemonics at least thirty (30) days' prior written notice of any cancellation of coverage. Should the Subcontractor fail to provide the requested evidence of insurance, Chemonics shall be entitled to procure such coverage on behalf of the Subcontractor and all premium costs should be born by the Subcontractor. All coverage will include a waiver of underwriter's rights of subrogation against Chemonics. Subcontractor will be solely responsible for any deductible

or self-insurance retentions. The stipulated limits of coverage above shall not be construed as a limitation or expansion of any potential liability to Chemonics, and failure to request evidence of this insurance shall in no way be construed as a waiver of the Subcontractor's obligation to provide the insurance coverage specified. Such insurance afforded to Chemonics shall be primary insurance and any other valid insurance existing for Chemonics's benefit shall be in excess of such primary insurance.

The carrying of insurance as required herein by the Subcontractor shall in no way be interpreted as relieving the Subcontractor of its other obligations under this agreement.

### **Liability for Lost or Damaged Goods**

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

1. In performing the warehousing services pursuant to this agreement, the Subcontractor shall be liable for any losses, damages, expenses and/or claims incurred by Chemonics ("Claims"). The Subcontractor shall be liable for any loss or damage to the goods attributable to the fault of the Subcontractor, its employees or its contracted third parties. The Subcontractor shall be liable for, and Chemonics' claim shall be based on valuation basis as follows: cost of commodities, plus freight and insurance plus 10% (CIF plus 10%).

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

#### **b. Notice of Loss or Damage**

1) The Subcontractor will inspect all goods upon receipt at the facilities and report and take photos of any visible or suspicion of damage with notice of receipt, and if the Subcontractor does not report damage related to inbound shipment within five working days of the goods arrival at the facilities managed by Subcontractor, then the Subcontractor shall be liable for any such loss or damage. The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor's SOPs while the goods are in Subcontractor's facilities, until the goods are transferred to Chemonics' identified transporter and/or recipient. The Subcontractor shall transfer custody of the goods when requested to Chemonics' identified transporter and/or recipient in accordance with the procedure for pick, pack and dispatch (FOT) agreed upon by the Parties. The Subcontractor may not remove or destroy any damaged cargo without written approval from Chemonics.

2) The Subcontractor will notify Chemonics in writing of any loss 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.

3) The Subcontractor shall accept or reject any claim filed by Chemonics within thirty (30) days of notice of the claim. If the Subcontractor is liable under this terms of this section, then the Subcontractor will pay for the lost or damaged goods within sixty (60) days.

#### 4) Lost Goods Later Found

If any lost goods for which payment has been made to Chemonics are found or otherwise accounted for, and are also still in useable condition, Chemonics shall reimburse the Subcontractor for the amount paid.

### **Limitation of Liability**

Except for (i) any damages for bodily injury (including death) and damage to real property and tangible personal property for which a Party is legally liable as limited in terms of this Subcontract; and (ii) any indemnity obligations under this Subcontract (hereinafter the “**Excluded Liabilities**”), in no event will Chemonics/GHSC-PSM have any liability arising from or related to this Subcontract, for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if Subcontractor or Chemonics/GHSC-PSM has been advised of the possibility of such damages.

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

#### **CC.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.

#### **CC.2 GOVERNMENT SUBCONTRACT**

- (a) This Subcontract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:
  - 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
  - 2. "Contract" means this Subcontract.

3. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government prime contract under which this Subcontract is entered.
4. "Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.
5. "Prime Contract" means the contract between Chemonics and the U.S. Government.
6. "Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

### CC.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.

### CC.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.

### CC.5 PROVISIONS INCORPORATED BY REFERENCE

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV 2013	All subcontracts regardless of value
<u>52.203-3</u>	GRATUITIES	APR 1984	All subcontracts regardless of value (Note 4 applies)
<u>52.203-5</u>	COVENANT AGAINST CONTINGENT FEES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-6</u>	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006	Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies)
<u>52.203-7</u>	ANTI-KICKBACK PROCEDURES	MAY 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.203-8</u>	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-10</u>	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014	All subcontracts equal to or greater than the simplified acquisition threshold (Note 1 applies)
<u>52.203-11</u>	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-12</u>	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010	All subcontracts equal to or greater than \$150,000 (Note 2 applies)
<u>52.203-13</u>	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015	All subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days. Disclosures made under this clause shall be directed to the agency Office of the Inspector General, with a copy to the Contracting officer.
<u>52.203-14</u>	DISPLAY OF HOTLINE POSTER(S)	OCT 2015	All subcontracts that have a value in excess of \$5.5 million except those performed entirely outside of the U.S. (Note 8 applies)
<u>52.203-17</u>	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014	All Subcontracts equal to or greater than the simplified acquisition threshold
<u>52.204-06</u>	Unique Entity Identifier	OCT 2016	All Subcontracts equal to or greater than \$30,000
<u>52.204-10</u>	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	OCT 2018	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
<u>52.204-23</u>	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
<u>52.204-25</u>	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)	AUG 2020	Applies to all Subcontract regardless of value or type.
<u>52.209-2</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION	NOV 2015	All subcontracts regardless of value (Note 1 applies)
<u>52.209-6</u>	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)

Clause Number	Title	Date*	Notes and Applicability
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT		
<u>52.209-10</u>	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014	All subcontracts regardless of value (Note 1 applies)
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note

Clause Number	Title	Date*	Notes and Applicability
	Alt IV applies to non-profit organizations.		1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract. )
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN  (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	aug 2018	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject

Clause Number	Title	Date*	Notes and Applicability
			to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts 000above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	JAN 2019	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)

Clause Number	Title	Date*	Notes and Applicability
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.

Clause Number	Title	Date*	Notes and Applicability
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD  Alternate I (JUN 1985) applies if this is a cost-reimbursement contract. In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT.  WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER  Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.

Clause Number	Title	Date*	Notes and Applicability
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.
<u>52.245-1</u>	GOVERNMENT PROPERTY (APR 2012) (ALT I)	JAN 2017	"Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes Chemonics.
<u>52.246-3</u>	INSPECTION OF SUPPLIES - COST REIMBURSEMENT  Applies to Cost Reimbursement Subcontracts and Task Orders.	MAY 2001	Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months"
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.246-5</u>	INSPECTION OF SERVICES—COST REIMBURSEMENT	MAY 2001	Applies to Cost Reimbursement Subcontracts of any value. (Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
<u>52.246-6</u>	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001	Applies to T&M Subcontracts and Task Orders of any value. In paragraphs (b), (c), (d), Note 3 applies; in paragraphs (e), (f), (g), (h), Note 1 applies.)
<u>52.246-25</u>	LIMITATION OF LIABILITY - SERVICES	FEB 1997	Applies to Subcontracts at or below the simplified acquisition threshold or more.
<u>52.247-63</u>	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003	Applies to all Subcontracts that include international air travel.
<u>52.247-64</u>	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	FEB 2006	Applies for Subcontracts that include provision of freight services.
<u>52.247-67</u>	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	Applies to Subcontracts that include provision of freight services.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-6</u>	TERMINATION (COST-REIMBURSEMENT)  Alternate IV (SEP 1996) applies if this is a time and materials Subcontract.)	MAY 2004	Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES  APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
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.

**CC.6 Federal Funding Accountability And Transparency Act (FFATA) Subaward Reporting Questionnaire And Certification For Subcontracts And Sub-Task Orders Under Indefinite Delivery/Indefinite Quantity Subcontracts**

**Subcontractor Name:**

**Subcontract or Sub-Task Order Number:**

**Subcontract or Sub-Task Order Start Date:**

**Subcontract or Sub-Task Order Value:**

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

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

Yes  No

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

(i) **Subcontractor 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](http://www.SAM.gov))?

Yes  No

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

1. Name: \_\_\_\_\_  
Amount: \_\_\_\_\_

2. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

3. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

4. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

5. Name: \_\_\_\_\_

Amount: \_\_\_\_\_

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

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

(1) *Salary and bonus.*

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

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

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

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

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

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

## **SECTION DD. 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.

**SECTION EE. TASK ORDER TEMPLATE**

<b>1. Issued by:</b>	<b>2. Issued to:</b>																																	
<b>Chemonics International Inc.</b> 1717 H Street, N.W. Washington, D.C. 20006	<i>( Name and address of Subcontractor )</i>																																	
<b>3. Subcontract Number:</b>																																		
<b>4. Sub-Task Order Number:</b>																																		
<b>5. Prime Contract and Task Order Number:</b>																																		
<b>6. Contents</b>																																		
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<p>The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this subcontract shall be subject to and governed by the following documents: (a) the Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as are attached or incorporated by reference herein.</p>																																		
Name: Title:	Name: Title: Senior Vice President																																	
(Insert name of subcontractor)	Chemonics International Inc.																																	
By (signature)	By (signature)																																	
Date:	Date:																																	

### **A.1 TITLE**

Warehousing Services for Chemonics International's GHSC-PSM Haiti Fleuriot Warehouse

### **A.2 BACKGROUND**

In April 2015, USAID announced a new approach to purchasing and distributing life-saving medicine and health supplies funded through its USAID Global Health programs in support of HIV/AIDS, Malaria, and Reproductive Health. USAID awarded the Global Health Supply Chain Program– Procurement and Supply Management project (GHSC-PSM) to Chemonics International as the lead contractor. The purpose of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of USG-funded public health initiatives around the world. In Haiti, the project provides direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR) and the USAID Office of Population and Reproductive Health (PRH). GHSC-PSM supports health programs through the supply of a wide range of health commodities, including commodities for HIV/AIDS, maternal and child health, and infectious diseases.

On [insert date] Chemonics International Inc. awarded an Idefinitive Quantity Subcontract to [insert awardee's name] to deliver Warehouse Management Services for health commodities, which may include antiretroviral medicines, antimalarial medicines and Rapid Diagnostic Tests (RDTs), contraceptives, long-lasting insecticide-treated bed nets, laboratory reagents, laboratory consumables, and other health-related commodities. These warehouse management services will be provided at the Fleuriot Warehouse located in Port-au-Prince, Haiti.

### **A.3 OBJECTIVE**

Deliver warehousing services in the Fleuriot Warehouse located in Port-au-Prince, Haiti, including the management of pharmaceutical cold chain, pharmaceutical grade, and ambient health commodities. The Subcontractor shall be capable to maintain and operate the existing MHE at the Fleuriot Warehouse and conduct warehousing operations management suitable for receiving, storage, picking & packing and dispatch services for cold chain, pharmaceutical grade and ambient commodities.

### **A.4 STATEMENT OF WORK**

[Specific SOW for the Task Order will be inserted here]

### **A.5 DELIVERABLES AND DELIVERABLES SCHEDULE**

The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6.

[Applicable deliverables at the Task Order level and their specifications will be inserted here]

#### **b) Deliverables Schedule**

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

Deliverables Schedule: [Table with deliverables number, name, quantity and due date will be inserted here]

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

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

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

#### **A.6 TECHNICAL DIRECTIONS**

The Subcontractor shall render the services and produce the deliverables stipulated in Section A.5, above, under the general technical direction of the GHSC-PSM [TBD], or his/her designee. The GHSC-PSM [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.7 TERM OF PERFORMANCE**

- a) The period of performance for this sub-task order is from (insert start date) to (insert end date). The Subcontractor shall deliver the deliverables set forth in Section A.5 in accordance with the Statement of Work in Section A.4 to the GHSC-PSM [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.8 CONTRACT TYPE**

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

#### **A.9 FIRM FIXED PRICE**

- a) As consideration for the delivery of all of the products and/or services stipulated in Section A.4 and A.5, Chemonics will pay the Subcontractor a total of [TBD]. This figure is the result of the combined price categories defined in section B2 SUB-TASK ORDER PRICES of the IQS and represents the ceiling price of this sub-task order for the period of performance outlined in Section A.7, Period of Performance. Chemonics will pay the monthly installment based on the movement of in-bound and

out-bound commodities using the fixed unit (pallet) prices defined in the IQS,

- Product Movement
  - In-Bound unit price \* number of pallets processed and confirmed by Chemonics Technical supervisor
  - Out-Bound line item unit price \* number of line items processed and confirmed by Chemonics Technical supervisor
- Fixed Operating Services Costs
  - Monthly fixed installment [TBD]

- b) Upon the GHSC-PSM (Responsible person's title here) acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to GHSC-PSM for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices) and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) (choose either US dollars or specify a local currency if this is a local subcontract) , per Section A.9(a)., above; and d) payment information corresponding to the authorized account listed in A.9(c), below. Payment will be made according to the terms described in the ordering Subcontract.

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.

- c) Chemonics reserves the right to hold payments if deliverables are not submitted as per their schedule.

#### ***A.10 INSURANCE REQUIREMENTS***

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

#### ***A.11 INSERT IQC/TASK ORDER SPECIFIC REGULATION (E.G., KEY PERSONNEL)***