

Request for Proposals (RFP)

RFP Number: **RFP- PSM-OPS-644**

Description: RFP for Warehouse Dock Repair for the Chemonics GHSC-PSM project offices in Haiti

For: United States Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management in Haiti (GHSC-PSM in HAITI)

Contracting Entity: Chemonics Foundation Haiti

Funded by: United States Agency for International Development (USAID), IDIQ Contract No. AID-OAA-I-15-00004; Task Order No. AID-OAA-TO-15-00007; Task Order No. AID-OAA-TO-15-00010

Place of Performance: Airport Industrial Park Fleuriot, Warehouse #118, Port-au-Prince, Haiti

Release Date: May 17, 2018

RFP Issue: May 17, 2018

Site Visit and Bidder's Conference: May 24, 2018

Questions Due: May 23, 2018

Proposals Due: June 5, 2018

Chemonics International, operating through its local Haitian entity, Chemonics Foundation Haiti (Chemonics) implementing the United States Agency for International Development (USAID) Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project in Haiti is soliciting proposals for the supply of services described herein. The GHSC-PSM project in Haiti is an official project of the United States Agency for International Development (USAID) under Contract Number IDIQ Contract No. AID-OAA-I-15-00004; Task Order No. AID-OAA-TO-15-00007; Task Order No. AID-OAA-TO-15-00010.

Please submit your proposal for the services described herein in accordance with the instructions to Offerors and terms and conditions of this RFP.

This RFP includes the following sections and attachments:

1. INSTRUCTIONS TO OFFERORS
2. SCOPE OF WORK
3. FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

PART 1. GENERAL

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

PART 3. GENERAL TERMS AND CONDITIONS

PART 4. SPECIAL TERMS AND CONDITIONS

PART 5. CLAUSES INCORPORATED BY REFERENCE

ATTACHMENT A LETTER OF TRANSMITTAL

ATTACHMENT B REQUIRED CERTIFICATIONS

ATTACHMENT C DESIGN DOCUMENT AND SCHEDULE OF VALUES

ATTACHMENT D MITIGATION MEASURES, AND MONITORING AND
EVALUATION TRACKING TABLES

ACRONYMS

AIDAR	Agency for International Development Regulations
Architect	GHSC-PSM Haiti Architect
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
CD	Chemonics' Country Director for this project
COR	USAID Contracting Officer Representative
FAR	Federal Acquisition Regulations
GHSC-PSM	USAID Global Health Supply Chain Program—Procurement and Supply Management project in Haiti
RFP	Request for Proposals
SOW	Statement of Work
USAID	United States Agency for International Development

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

The USAID Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project is a USAID program implemented in Haiti by Chemonics Foundation Haiti. GHSC-PSM endeavors to supply Haitian citizens with lifesaving pharmaceutical and medical supplies and simultaneously build the capacity of government organizations and agencies, health care facilities among others. The goal of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of United States Government (USG)-funded public health initiatives around the world.

The project is located at the Warehouse site which is situated next to the office building of the GHSC-PSM project. The loading dock space, located at the exterior and flush to the warehouse building envelope has several cracks and the slab's drainage pipes are damaged due to incorrect positioning. Therefore, replacement of the drainage pipes at a lower level and replacement of a new concrete slab is required in order to provide a better surface for traffic to storage spaces.

The purpose of this RFP is to solicit proposals for the repair of the Warehouse Dock. The repair work shall include, but not be limited to, the demolition of existing concrete slab of the dock, removal of seven existing downspout located inside the slab, removal of four metal plates covering the downspout, installation of seven new pvc drainage pipes and rehabilitation of a new concrete slab. All proposed improvements shall be designed and installed as the applicable Haitian National Building code and industry standards for similar works.

1.2. Offer Deadline

Offers must be received in hard and soft copy no later than 12:00 PM Haiti time on June 5, 2018 at the following address:

GHSC-PSM in Haiti
Airport Industrial Park Fleuriot, Warehouse #118, Port-au-Prince, Haiti

Attention to: Larion BOYARD, GHSC-PSM Contracts Manager

Please include the RFP number on all copies of your proposal.

Late offers will be considered at the discretion of the Chemonics evaluation committee.

1.3 Protocol for Submission of Offers and Required Documents

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

All offers must be prepared in English. Any resultant subcontract will be issued in English and the English language will govern. All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical Volume (See Section 1.6)
- Volume 2: Cost Volume (see Section 1.7)

These volumes must be submitted in separate, sealed envelopes. Three (3) hard copies each—one original and two copies. Offerors are also required to submit one (1) electronic version of each volume via email to: PSMHaiticontract@ghsc-psm.org. Each envelope must be clearly marked with the RFP number PSM-OPS-644, the complete legal name and contact information of the offeror's organization, and delivered by the proposal due date to the following address:

**GHSC-PSM Administrative Office
Airport Industrial Park Fleuriot
Warehouse #118
Port-au-Prince, Haiti**

Upon delivery, applicants will be issued a stamped receipt confirming timely submission.

Each offeror may submit only one proposal, joint ventures are not allowed. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

1.4 Questions and Clarifications

All questions and/or clarifications regarding this RFP must be submitted via email to PSMHaiticontract@ghsc-psm.org no later than **12:00 PM Haiti time on May 23, 2018**. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from a Chemonics or GHSC-PSM in Haiti employee or other entity should not be considered as an official response to any questions regarding this RFP.

1.5 Site Visit and Bidder's Conference

In order to provide offerors an opportunity to raise questions and to learn more about the site and the scope of work described herein, **a mandatory site visit and bidder's conference** to familiarize bidders with the place of performance will be held on **May 24, 2018 at 10:00AM**, beginning at the **GHSC-PSM Administrative Office**, located at **Airport Industrial Park Fleuriot, Warehouse #118, Port-au-Prince, Haiti**.

Immediately following the site visit, a pre-bid conference will be held. The purpose of the conference shall be for GHSC-PSM representatives to discuss the details of the RFP and take questions from prospective Offerors.

The site visit and bidder's conference are mandatory, and Chemonics will accept proposals in response to this RFP only from those offerors who attend the site visit and bidder's conference.

Please confirm attendance via email to **Larion BOYARD**, PSMHaiticontract@ghsc-psm.org no later than **4:00 PM** local Haiti time by **May 22, 2018**. The RFP number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Participation in the site visit and pre-bid conference is at the participants' own responsibility and risk. Chemonics will not reimburse participants for any costs related to the site visit or pre-bid meeting.

Upon receipt of an award, the Offeror waives any claim arising from any errors, inconsistencies or ambiguities, that the Offeror or any person or entity working with or under the Offeror on the contract became aware of, or should have reasonably become aware of, prior to Offeror's submission of its proposal.

1.6 Technical Volume

The Technical Volume should describe in detail how the offeror intends to carry out the requirements specified for the Warehouse Dock Repair as described in the Scope of Work (SOW) found in Section 2. The technical volume should

demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical volume should be organized by the evaluation criteria listed in Article 1.13 and respond to all requirements in Section 2 and Attachments A and B. The offeror should include details on personnel, equipment, and subcontractors who will be used to carry out the required activities. The following documents must be included in the Technical Volume (failure to submit all of the following documents may result in disqualification from award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Project Methodology (see below)
- Draft Work Plan (see below)
- CVs of Key Personnel (see below)
- Information on Past Performance (see below)
- Copy of official license of legal registration in Haiti

Project Methodology and Technical Solution: Using the information contained in the SOW, the offeror should describe its approach for executing each phase (demolition, design review, procurement, fabrication, and installation) of the project, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet recognized industry standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment. The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with Environmental Regulations. The offeror should propose a detailed schedule that can be reasonably implemented for each phase of the project. The offeror should include visual aids, i.e. typical sketches, catalogue cut sheets, and conceptual drawings to illustrate the proposed materials and design system.

Draft Work Plan: The draft work plan for the proposed services shall be submitted in the form of a Gantt chart and shall provide a step by step process for executing every phase of the work in the most efficient manner.

Key Personnel: The offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the subcontract and shall not be replaced without prior written consent of Chemonics. The Technical Volume should include CVs for the following required key personnel:

- Project Manager;
- Civil/Structural Engineer;

- Construction Manager.

The Technical Volume should also include an organizational chart with the roles and availability of each proposed staff for this project.

Past Performance: The Technical Volume should include information on past performance, briefly describing at least **three (3) recent contracts of similar scope and duration**. It is not the intent of this RFP to solicit an overly long response but it is important that the offeror's experience/expertise be adequately described. The information supplied must include the legal name and address of the organization for which services were performed, a description of the work performed, the duration of the work and size (in HTG) of the contracts, a description of problems encountered in the performance of the work and actions taken to resolve them, and the contact information (current telephone number and email address) of a responsible representative of the contracting organization. Chemonics may use this information to contact representatives on prior contracts to obtain feedback on performance. Failure to submit complete and accurate information regarding previous similar or related contracts or subcontracts is grounds for disqualification from award. Any offer not including this information may be accepted at the discretion of the evaluation committee.

There is a 3 page limit to the Technical Volume. This page limit does not include the following documents:

- Completed Letter of Transmittal (see Attachment A);
- Completed Required Certifications (see Attachment B);
- CVs of key personnel;
- Work plan (Gantt Chart);
- Sketches, catalogue cut sheets and/or drawings.

1.7 Cost Volume

The Cost Volume is used to establish the best value among proposals and serves as a basis of negotiation for the signing of the subcontract. The Cost Volume must include a detailed budget as well as a budget narrative which explains the basis for the estimate of each budget element. Supporting information should be provided in sufficient detail to allow a complete analysis of each cost element. The Cost Volume shall also include the costs for any materials, survey, and geotechnical testing and analysis required to complete the development of the design documents.

Please include VAT separately and clearly with your quote so that we may seek exemption from the Haitian Government. Any taxes or fees are not to be added later.

Offers must show level of effort, materials, quantities, and total price. All items, services, etc... must be clearly labeled and included in the total price. Quotations must be a firm fixed-price, expressed in **Haitian Gourdes**.

All offerors shall use the Schedule of Values in Attachment C as the basis for the preparation of the detailed budget. The completed Schedule of Values shall be submitted with the Cost Volume.

TCA Exempt

The USAID funded project under which this procurement is financed does not permit the financing 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 the Cooperating Country(ies) 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 the Cooperating Country(ies). The Subcontractor 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, they will not be reimbursed to the Subcontractor by Chemonics unless approved in advance in writing by Chemonics. The Subcontractor shall immediately notify Chemonics if any such exempt taxes are assessed against the Subcontractor or its subcontractors/Subcontractors at any tier.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract. The Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which the Subcontractor is normally responsible as a result of operating its business.

1.8 Type of Agreement

The anticipated contract type for this procurement will be a firm fixed-priced subcontract. Please note that the inclusion of separate line items for any indirect costs or fee will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirects and fees.

1.9 Authorized USAID Geographic Code

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260.

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

No goods or services shall be eligible for payment under this order if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.

1.10 Eligibility of Offerors

This RFP is open to all qualified offerors who submit a proposal that meets the requirements in accordance to this RFP.

Only those firms that attend the mandatory site visit/bidders conference are eligible to bid on this RFP.

In accordance with Federal Acquisition Regulation Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), all offerors must certify that they are not debarred, suspended, or proposed for debarment. Chemonics will not award a subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

1.11 Validity Period

Offers must remain valid for at least sixty (60) calendar days after the offer deadline.

1.12 Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract. Chemonics reserves the right to make multiple awards if it is in the best interests of the GHSC-PSM in Haiti project.

1.13 Basis for Award

Chemonics intends to award a subcontract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the GHSC-PSM in Haiti project after evaluation of the following criteria, with the weights applied accordingly:

- **Proposed Methodology and Technical Solution** **25 Points**
The offeror shall be evaluated on the overall understanding of the scope of work. Specifically, the offeror shall be evaluated on how realistic the proposed technical solution is in completing projects on schedule and meeting delivery guidelines. This technical solution shall integrate design methodology, procurement process, construction methods, techniques, project scheduling, and project management to deliver the required scope of work with the highest construction quality. Special consideration shall be given to the offeror's ingenuity, creativity, and use of sound engineering principles in its proposed solutions. The offeror's proposal shall include a draft work plan providing a step by step process for executing every phase of the work in the most efficient manner.
- **Key Personnel** **20 Points**
The offeror's key personnel shall be evaluated on the experience of the team members with similar projects. In particular, special consideration will be given to a well experienced Project Manager, Civil/Structural Engineer, and Construction Manager.
- **Past Performance and Experience** **40 Points**
The offeror shall be evaluated on the experience the firm has with related projects of similar scope and size. In particular, special consideration shall be given to firms having executed such projects in Haiti. The references listed by the offeror shall be contacted to complete a survey.

- **Proposed Schedule of Implementation (Gantt Chart) 15 Points**
Due to the nature of this project, time is of the essence. Therefore, special consideration shall be given to the offerors with an aggressive but realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. A detailed draft work plan shall be included in the offeror's technical volume.

Once the evaluation of offers is completed based on the above criteria, the Cost Volume will be used in conducting the best value analysis. The combined technical factors above are more important than cost or price. However, Chemonics will not select an offer for award on the basis of a superior technical proposal without considering cost. Cost will be evaluated based on cost reasonableness, allowability, and realism. A technical/cost trade-off analysis will be performed by Chemonics in order to determine the best value to the project.

1.14 Terms and Conditions of Subcontract

Issuance of this solicitation does not in any way obligate Chemonics to award a subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 3. Any resultant award will be governed by these terms and conditions. Chemonics reserves the right to make revisions to the content, order, and numbering of the provisions in the actual subcontract document to be executed by Chemonics and the selected awardee.

1.15 Protests

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

SECTION 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal to provide rehabilitation services for the **GHSC-PSM Warehouse Dock Repair**. The proposed rehabilitation of the **GHSC-PSM Warehouse Dock** will provide a new slab surface with adequate drainage.

A.1 SCOPE OF WORK

The existing **GHSC-PSM Warehouse Dock slab** will be replaced to create a new surface with proper installation of drainage pipes that will permit good operations of machinery on the slab. This work will require the demolition of the existing concrete slab as well as the removal of the existing drainage pipes and metal plates located on the floor. Compacted backfill, new pvc drainage pipes shall be installed and concrete shall be poured. The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the proper design and completion of the work in good faith shall be provided by the subcontractor. The Subcontractor shall be responsible for the demolition of the existing slab, development of final design documents, procurement, fabrication, and installation services associated with the warehouse dock repair. The works to be performed include the following:

Demolition of existing dock concrete slab

Demolition of the concrete slab shall be made by cutting the concrete slab in sections using diamond masonry blade. Jackhammer shall be used afterwards to break the sections to small pieces. Rebar shall be cut using a hacksaw. Demolition shall follow the lines, levels and contours shown in the drawing in attachment C.

The demolition of the dock, materials such as downspout drain pipe adapter that can be recovered shall be conserved for possible re-use and relocation following instructions of the Architect. Deposit of debris shall be transported at approved places by the the Haitian government.

Removal of existing downspouts (at slab level) and existing metal plate

Existing material other than concrete shall be removed prior to the demolition. Downspout, drain pipes, metal plates and tire bumpers.

Excavation

Excavation of soil shall be carried out by hand to the lines, levels and contours shown on the drawing in attachment C.

4" Hole to drill for repositioning on foundation wall for drain pipe

Point shall be marked on the wall where to drill. Masonry nail and hammer can be used to break up the concrete.

Disposal of clearing

Deposit of debris shall be transported at places approved by the Haitian government.

Formwork and falsework installation/removal

Formwork and falsework shall be designed and constructed to maintain the position and shape of the formwork and be capable of being dismantled and removed without shock, disturbance, damage to the concrete. Formwork shall not have any splits, cracks or other defects.

Backfill

Backfill from river sand shall be organized by layer of 15 cms of thickness, suitably watered and compacted, The ground should be graded and compacted after any needed subgrading, excavations, and when underground roughins for plumbing is finished.

Installation of new 4"PVC Sch.40

Pipes shall have a minimal slope of at least 6 mm by 300 mm section in the direction of the flow. They must be fixed in this position by a support.

Downspout filter to connect to 4" PVC drain pipe

The downspout filter will prevent leaves and debris from entering before it can enter the buried drain pipe. Connections shall be made with the existing downspouts and new pipes.

Prefabricated rebar roll mat (1/4" rebar)

The prefabricated roll mat shall be placed at the correct starting position and rolled out. Once the mat is placed, rebar chairs or concrete brick shall be positioned at a spacing that will not allow the rebar to bend or deflect. Rebar mat shall be placed about 5 cm from the bottom of the concrete, and side clearances at 5 cm.

Concrete slab 350Psi

The concrete shall be made from normal "Portland cement" type 1.

Cement: The cement must be fresh and contained in close bags which were protected against the humidity and stored above ground level. The dosage has to be at least 350 kg / m³.

Sand: The sand has to be river sand or manufactured sand extracted from an authorized distributor. Sand must be clean, without organic or harmful matters and has to contain a maximum of 5% of dust. The river sand must be washed to remove dusts. The size of grains(beads) should not exceed 5 mm.

Gravel: The gravel must be natural made from crushed, hard and clean stones. The size grading can vary from 15 to 25 mm, but the ideal size is 20 mm.

Water: The water must be cleaned, free of organic material, mineral salts or harmful materials.

Mixing: The concrete shall be mixed with a mechanical mixer. The dry ingredients must be mixed at first until the color is uniform. The water is then added until is obtained a substantial and handy mixture. The concrete must be used in the 90 minutes following the addition of the water.

General: Joint of construction must be localized between the existing wall foundation and new slab. Slab shall be poured in section of 2m50.

The concrete must be compacted to eliminate empty spaces, manually with a metal rod, or mechanically with a vibrator avoiding contact with the rebars.

The concrete must be levelled. It is necessary to wait so that there is no more water on the surface of the concrete before beginning the finish. The works must be protected from the wind, the sun and the rain within first hours after the casting.

Curing : Ambient humidity during the first 7 days shall be maintained. Concrete surface shall be cured with a curing compound.

Broom finish on concrete slab

Concrete broom shall be used for the broom finishes required for the dock slab to provide a high-traction surface. Surface shall be bull floated. Concrete broom shall be run perpendicular to the slope and run from side to side of the concrete without stopping.

Installation of new Dock Leveler

The following instructions are general and can be applied to any type of dock leveler that will be provided. Contractor shall refer to the provided dock leveler's manual and installation guide for appropriated techniques before installation. Dock surfaces must be clean and prepare. Straightness of wall

where the leveler will be placed, shall be checked. The leveler shall be straight and plumb and shall be mounted to the face of the loading dock. After installation, unit shall be tested for proper operation.

Develop of design documents - Final report and record drawings

Reference Standards – The Design Documents shall be prepared in accordance with the latest requirements of the International Building Code (IBC) as well as other requirements of the Ministère des Travaux Publics Transports et Communications (TPTC), for similar facilities. In particular, the structures shall be designed to withstand seismic conditions prevalent in Haiti, using the standards identified in IBC 1613 ‘Seismic and Wind Design’, ASCE 7-05 ‘Minimum Design Load for Buildings and Other Structures’, or Eurocode 3 ‘Design of Steel Structures – General Rules’.

The subcontractor shall submit all samples or technical specifications, including but not limited to, drainage pipes and fittings, backfill, rebar, cement, sand, gravel to Chemonics GHSC-PSM Architect for approval prior to installation. The above criteria have been prepared to assist the offerors in understanding the requirements in respect to expectations in design quality, scope, and standards. The above criteria are to be used as guidelines in development of the offerors’ design documents and are not intended to be conclusive in all design respects.

- Demolition plan showing the various existing elements to be removed. Demolition plan shall minimize disturbances to the operation of the warehouse during the repair and shall take into account plumbing upgrades;
- Detail drawings, load calculations, and specifications for the dock platform and details for the new reinforced concrete floor and masonry work;
- Detail drawings and specifications for repair of existing masonry damaged during repair or discovered during the demolition stage, including but not limited to cracks, spalling, and drainage damage;
- Drawing proposition for water drainage from pvc pipes to sump
- The location of the various work items are as shown in the Layout plan presented under Attachment D;

The subcontractor shall include the following in the final design documents:

- Identification of the discharge site for all demolition, trash and excavated materials;
- Details and standards for the proposed construction materials (fill, sand, gravel, rocks, steel, concrete, etc.);
- Installation techniques/steps/methods for the various materials to be used in the repair of the proposed improvements;
- Quality control and quality assurance measures to be followed during implementation, including material testing;

EMMP

The Subcontractor shall follow the established Environmental Mitigation and Monitoring Plan (EMMP) in order to comply with USAID requirements for the **GHSC-PSM Haiti** project. the Subcontractor shall submit the evaluation report as per the format prescribed in the EMMP which is provided under Attachment D.

Phase 1 – Implementation Plan

The Subcontractor shall be responsible for the development of a detailed Implementation Plan. At a minimum, the Implementation Plan shall include the demolition plan, criteria for review of the design documents, a listing of the available records reviewed, the finalized progress and work schedule, a description of the means and methods to be employed for a successful delivery, maintenance of traffic (MOT) plan, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the Subcontractor. The work schedule for the various phases shall be prepared using the Critical Path Method.

Phase 2 – Review and Update of Preliminary Design Documents

The Preliminary Design Documents associated with this project were prepared by Chemonics Architect, and completed in March 2018. The Preliminary Design Documents are presented under Attachment C and include plan, detail drawing and bill of quantities as prepared by Chemonics for the implementation of the project. The selected subcontractor shall perform a constructability review and familiarize themselves with the Preliminary Design Documents and reproduce them as necessary in order to verify all information and quantities contained therein. In particular, the subcontractor shall review all layouts, alignments, quantities, volumes, locations and sizes of proposed improvements contained in the Preliminary Design Documents. As part of the review process and prior to starting rehabilitation, the subcontractor shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The subcontractor shall make the Final Design Documents his/her own and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements of the Code National du Batiment d'Haiti (CNBH) and International Building Code for similar rehabilitations.

Phase 3 – Kick-Off Meeting

The Subcontractor shall participate in a kick-off meeting and site visit with representatives of the GHSC-PSM project. The purpose of the kick-off meeting is to identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

The Subcontractor shall summarize the comments generated during the meeting in a memorandum to finalize the Design Documents and Implementation Plan accordingly.

Phase 4 – Site and Civil Works

The Subcontractor shall secure and isolate the worksite for the protection of its workforce, GHSC-PSM staff, and the general public. The subcontractor shall install the proposed components associated with the dock repair as per the implementation plan and approved final design documents. The subcontractor shall clear and grub the work site as necessary for the installation of the proposed work. The work shall include but not be limited to:

- Demolition of existing dock concrete slab

Demolition of the concrete slab shall be made by cutting the concrete slab in sections using diamond masonry blade. Jackhammer shall be used afterwards to break the sections to small pieces. Rebar shall be cut using a hacksaw. Demolition shall follow the lines, levels and contours shown in the drawing in attachment C.

The demolition of the dock, materials such as downspout drain pipe adapter that can be recovered shall be conserved for possible re-use and relocation following instructions of the Architect. Deposit of debris shall be transported to approved places by the Haitian government.

- Removal of existing downspouts (at slab level) and existing metal plate
Existing material other than concrete shall be removed prior to the demolition.
- Excavation
Excavation shall be carried out by hand to the lines, levels and contours shown on the drawing.
- 4" Hole to drill for repositioning on foundation wall for drain pipe
Point shall be marked on the wall where to drill. Masonry nail and hammer can be used to break up the concrete.
- Disposal of clearing

Deposit of debris shall be transported at approved places by the Haitian government

- Formwork and falsework installation/removal

Falsework and formwork shall be designed and constructed to maintain the position and shape of the formwork and be capable of being dismantled and removed without shock, disturbance, damage to the concrete. Formwork shall not have any splits, cracks or other defects.

- Backfill

Backfill from river sand shall be organized by layer of 15 cms of thickness, suitably watered and compacted, The ground should be graded and compacted after any needed subgrading, excavations, and underground rough ins for plumbing is finished.

- Installation of new 4" PVC Sch.40

Pipes shall have a minimal slope of at least 6 mm by 300 mm section in the direction of the flow. They must be fixed in this position by a support.

- Downspout filter to connect to 4" PVC drain pipe

The downspout filter will prevent leaves and debris from entering before it can enter the buried drain pipe. Connections shall be made with the existing downspouts and new pipes.

- Prefabricated rebar roll mat (1/4" rebar)

The prefabricated roll mat shall be placed at the correct starting position and rolled out. Once the mat is placed, rebar chairs or concrete brick shall be positioned at a spacing that will not allow the rebar to bend or deflect. Rebar mat shall be placed about 5 cm from the bottom of the concrete, and side clearances range from 5 cm.

- Concrete slab 350Psi Concrete slab (pouring at each 2.50)

The concrete shall be made from normal "Portland cement" type 1.

Cement: The cement must be fresh and contained in close bags which were protected against the humidity and stored above ground level. The dosage has to be at least 350 kg / m³.

Sand: The sand has to be river sand or manufactured sand extracted from an authorized distributor. Sand must be clean, without organic or harmful matters and has to contain a maximum of 5 % of dust. The river sand must be washed to remove dusts. The size of grains (beads) should not exceed 5 mm.

Gravel: The gravel must be natural made from crushed, hard and clean stones. The size grading can vary from 15 to 25 mm, but the ideal size is 20 mm.

Water: The water must be cleaned, free of organic material, mineral salts or harmful materials.

Mixing: The concrete shall be mixed with a mechanical mixer. The dry ingredients must be mixed at first until the color is uniform. The water is then added until is obtained a substantial and handy mixture. The concrete must be used in the 90 minutes following the addition of the water.

General: Joint of construction must be localized between the existing wall foundation and new slab. Slab shall be poured in section of 2m50.

The concrete must be compacted to eliminate empty spaces, manually with a metal rod, or mechanically with a vibrator avoiding contact with the rebars.

The concrete must be levelled. It is necessary to wait that there is no more water on the surface of the concrete before beginning the finish. The works must be protected from the wind, the sun and the rain within first hours after the casting.

Curing : Ambient humidity during the first 7 days shall be maintained. Concrete surface shall be cured with a curing compound.

- Broom finish on concrete slab

Concrete broom shall be used for the broom finishes required for the dock slab to provide a high-traction surface. Surface shall be bull floated. Concrete broom shall be run perpendicular to the slope and run from side to side of the concrete without stopping.

- Repositioning of existing tire bumpers

Tire bumps that had been removed before the repairs on the dock shall be relocated after the dock surface is repaired. Tires shall be placed at areas where there will be no dock levelers. Tires must be bolted on the dock wall in a row at a minimum length of 2m60 to protect trailers. Drilled thru one side, mounted with bolts.

- Installation of new Dock Leveler

The following instructions are general and can be applied to any type of dock leveler that will be provided. Contractor shall refer to the provided dock leveler's manual and installation guide for appropriated techniques before installation. Dock surfaces must be clean and prepare. Straightness of wall where the leveler will be placed, shall be checked. The leveler shall be straight and plumb and

shall be mounted to the face of the loading dock. After installation, unit shall be tested for proper operation.

- Develop of design documents - Final report and record drawings

Reference Standards – The Design Documents shall be prepared in accordance with the latest requirements of the International Building Code (IBC) as well as other requirements of the Ministère des Travaux Publics Transports et Communications (TPTC), for similar facilities. In particular, the structures shall be designed to withstand seismic conditions prevalent in Haiti, using the standards identified in IBC 1613 'Seismic and Wind Design', ASCE 7-05 'Minimum Design Load for Buildings and Other Structures', or Eurocode 3 'Design of Steel Structures – General Rules'.

The subcontractor shall submit all samples or technical specifications, including but not limited to, , drainage pipes and fittings, backfill, rebar, cement, sand, gravel to Chemonics GHSC-PSM Architect for approval prior to installation. The above criteria have been prepared to assist the offerors in understanding the requirements in respect to expectations in design quality, scope, and standards. The above criteria are to be used as guidelines in development of the offerors' design documents and are not intended to be conclusive in all design respects.

- Demolition plan showing the various existing elements to be removed. Demolition plan shall minimize disturbances to the operation of the warehouse during the repair and shall take into account plumbing upgrades.
- Detail drawings, load calculations, and specifications for the dock platform and details for the new reinforced concrete floor and masonry work.
- Detail drawings and specifications for repair of existing masonry damaged during repair or discovered during the demolition stage, including but not limited to cracks, spalling, and drainage damage.
- The location of the various work items are as shown in the Layout plan presented under Attachment D.

The subcontractor shall include the following in the final design documents:

- Identification of the discharge site for all demolition, trash and excavated materials
- Details and standards for the proposed construction materials (fill, sand, gravel, rocks, steel, concrete, etc.)
- Installation techniques/steps/methods for the various materials to be used in the repair of the proposed improvements
- Quality control and quality assurance measures to be followed during implementation, including material testing

The Subcontractor shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design

documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Subcontractor shall submit the sketches and/or drawings to the **Chemonics GHSC-PSM** Architect for review prior to installing said work item.

All assembly and installation shall be as per the final design documents, unless approved otherwise. The work shall also include the patching and repair of all existing items disturbed by the Subcontractor during the installation of the general site and civil works. The subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area during rehabilitation. The Subcontractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

During the implementation of the project, the Subcontractor shall maintain a photographic record of work on site to document daily progress along with a field journal kept by the Subcontractor's Construction Manager. The photographic record and field journal shall be available to Chemonics for review during site visits.

Phase 6 – Environmental Compliance

The Subcontractor shall follow the established Environmental Mitigation and Monitoring Plan (EMMP) in order to comply with USAID requirements for the **GHSC-PSM Haiti** program. The purpose of the EMMP is to monitor environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the EMMP, the Subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The Subcontractor shall also maintain on file and provide to Chemonics at the end of the subcontract, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided under Attachment D.

A.2 DELIVERABLES-

The Subcontractor shall be responsible for the following deliverables:

Deliverable 1: Kick-off Meeting

The Subcontractor shall participate in a kick-off meeting and site visit as described in Section A.1 of the Scope of Work. The Subcontractor shall summarize the comments generated during the meeting in a memorandum and incorporate them to the extent possible in the development of the design documents and the implementation for the project. The Subcontractor shall

submit the memorandum in electronic (Microsoft Word) and hard (3 sets – paper) format to **GHSC-PSM Architect** for review and approval.

Deliverable 2: Mobilization and Implementation Plan

The Subcontractor shall develop and deliver a detailed Implementation Plan for review and approval by **GHSC-PSM Architect** prior to the start of work. The Implementation Plan shall include all the element identified in Section A.1 of the Scope of Work.

The Subcontractor shall submit the Implementation Plan in electronic (compact disks) and hard (3 sets – paper) format to **GHSC-PSM Architect** for review and approval. In the event that **GHSC-PSM Architect** finds deficiency with the Implementation Plan, the Subcontractor shall revise and resubmit until approval is obtained.

Deliverable 3: Review and Update of preliminary Design Documents

The Subcontractor shall review, update, and perform a constructability review of the preliminary Design Documents, prepared by the Chemonics GHSC-PSM Architect, and presented under Attachment C. The work shall be as described in Section A.1 of the Scope of Work.

Upon completion of the review process and prior to procuring any materials or starting field work, the Subcontractor shall submit to **GHSC-PSM Architect** either a letter attesting that the information contained in the preliminary Design Documents is accurate and implementable, or a letter outlining the changes required to implement the project along with the revisions to the appropriate sections of the Design Documents, for review and approval. The revisions to the design documents shall be prepared using AutoCAD (release 2006 or newer) and submitted in electronic (compact disks) and hard (3 sets – 11"x17" paper) formats.

Deliverable 4: Site and Civil Works

The Subcontractor shall be responsible for the preparation of the site where the proposed facilities will be installed. The subcontractor shall be responsible for the performance of all required surveys and tests, final clean-up and start-up.

The Subcontractor shall furnish all labor, tools, materials, equipment for the work associated with the Warehouse Dock Repair as described in Phase 4 and Phase 5 of the SOW above. All materials, equipment and fabricated components installed in the project shall be new and free of defect. The work includes but is not limited to demolition, excavation, backfill, compaction, masonry, and concrete works; plumbing works, painting and final cleanup; and all other appurtenances required for a complete and fully functional system.

All assembly and installation shall be performed by qualified technicians and as per the final design documents. The work shall also include the patching and

repair of all existing items disturbed by the Subcontractor under this phase. The Subcontractor shall be responsible for the disposal, at an approved location, of all unsuitable material removed from the project area during installation of the works. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

Deliverable 5: Final Report and Record Drawings

The Subcontractor shall submit a Final Report summarizing the work associated with the demolition, design, procurement and installation for the Warehouse Dock Repair as described in Phase 4 and Phase 5 of the SOW above. The Final Report shall include a copy of the final design documents, record drawings, progress reports, EMMP, quality control measures employed to ensure quality materials and workmanship, operation and maintenance manual (O&M Manual) for all the installed systems. The Final Report shall also include a certification from the subcontractor that the project was implemented as per the Design Documents and that the facilities are safe for the intended use. The Final Report shall be submitted upon the completion and acceptance of the installations, be in English and in Microsoft Word format.

During the implementation of the project, the Subcontractor shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the Subcontractor shall develop record drawings to accurately reflect 'as-built' conditions of the work associated with this project. The record drawings shall be prepared using AutoCAD (release 2006 or newer) and submitted on electronic (compact disks) and hard (3 sets – 11"x17" paper) formats. The record drawings must be delivered to **GHSC-PSM Architect** and found to be acceptable prior to final issuance of payment.

Deliverable 6: Environmental Compliance, Monthly Progress Reporting and Final Report

The Subcontractor shall be responsible for implementing and monitoring of an Environmental Mitigation and Monitoring Plan (EMMP) in order to comply with USAID requirements for the **GHSC-PSM Haiti** project. The work shall include the monitoring and preparation of the evaluation reports during all phases of the project. On a monthly basis, the Subcontractor shall submit the evaluation report as per the format prescribed in the EMMP which is provided under Attachment D. The subcontractor shall also submit monthly progress reports as mandated by Article 7, below. A final report is also required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

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

FIXED PRICE SUBCONTRACT

(Insert Subcontract Number)

Between

Chemonics Foundation Haiti
(insert HO or FO address)

Hereinafter referred to as “Contractor” or “Chemonics”

And

(insert name of Subcontractor)
(insert address of Subcontractor)

Hereinafter referred to as the Subcontractor

Under

(insert project name and contract number)

For

(insert purpose of subcontract)

Contents

Part 1	General
Part 2	Payments and Financial Obligations
Part 3	General Terms and Conditions
Part 4	Special Terms and Conditions
Part 5	Clauses Incorporated by Reference

Attachment 1: (TBD)

Attachment 2: (TBD)

Attachment 3: (TBD)

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

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.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For
Chemonics

For
(insert name of Subcontractor)

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

PART 1. GENERAL

ARTICLE 1. ACRONYMS AND DEFINITIONS-

The following acronyms and definitions apply to this subcontract:

Architect	Chemonics GHSC-PSM Haiti Architect
CFR	Code of Federal Regulations
CD	Chemonics GHSC-PSM Haiti Country Director
FAR	Federal Acquisition Regulations
GHSC-PSM	USAID Global Health Supply Chain Program—Procurement and Supply Management project in Haiti
Subcontractor	< name of successful offeror >
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
935	USAID Geographic Code 935, as defined in 22 CFR §228.03

ARTICLE 2. BACKGROUND AND PURPOSE

Chemonics International, under IDIQ Contract No. AID-OAA-I-15-00004; Task Order No: AID-OAA-TO-15-00007; Task Order No: AID-OAA-TO-15-00010, is implementing the United States Agency for International Development (USAID)-financed GHSC-PSM project in Haiti.

The purpose of the USAID Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) single award indefinite delivery indefinite quantity (IDIQ) contract is to ensure uninterrupted supplies of health commodities to prevent suffering, save lives, and create a brighter future for families around the world. The IDIQ has four global health area task orders that directly support the U.S. President's Emergency Plan for AIDS Relief, the President's Malaria Initiative, and USAID's maternal and child health, and population and reproductive health programs. GHSC-PSM operates in more than 30 countries around the world, including Haiti.

In Haiti, GHSC-PSM endeavors to supply Haitian citizens with lifesaving pharmaceutical and medical supplies and simultaneously build the capacity of government organizations and agencies, health care facilities among others. The Warehouse building located next to Administrative building of the GHSC-PSM projet, needs repair on the dock surface. Several cracks can be seen on the slab and drainage pipe are damaged due to incorrect positioning. Replacement of the drain pipes at a lower height and a new concrete slab shall be made to provide a better surface for traffic.

ARTICLE 3. SUBCONTRACT SCOPE OF WORK

TBD based on successful offeror's proposal.

ARTICLE 4. SUBCONTRACT FUNDING AND TYPE

Chemonics Foundation Haiti, on behalf of USAID and in cooperation with the Government of **Haiti**, is authorized to fund this subcontract under the authority of Chemonics' prime USAID **IDIQ Contract no. AID-OAA-I-15-00004; Task Order no. AID-OAA-TO-15-00007**, funded by the USG.

This is a firm fixed-price subcontract payable entirely in **Haitian Gourdes**. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. Chemonics will not adjust the subcontract price due to fluctuations in currency exchange rates. Chemonics will only make changes in the subcontract price or time to complete due to changes made by Chemonics in the work to be performed, or by delays caused by Chemonics.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is <TBD>, and the completion date is <TBD>. The subcontractor shall submit the milestones set forth in Article 6 in accordance with the schedule stipulated therein.

ARTICLE 6. DELIVERABLE DUE DATES

The Subcontractor shall receive compensation from Chemonics for services provided, in accordance with the schedule set forth below. *<to be completed based on offeror's proposal>*

Deliverables	Description	Due Date
1	Kick-off Meeting	TBD
2	Mobilization and Implementation Plan	TBD
3	Review and Update of Final Design Documents	TBD
4	Site and All Works	TBD
5	Final Report and Record Drawings	TBD
6	Environmental Compliance, Monthly Progress Reporting and Final Report	TBD

ARTICLE 7. PROGRESS REPORTS

In order to track the Subcontractor's progress under this subcontract, the Subcontractor shall be required to submit a progress report every two weeks summarizing the Subcontractor's progress under each deliverable, observations resulting from weekly inspections (see Article 38), difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports and other matters related to this subcontract, including updates to the rehabilitation schedule. These monthly reports shall be submitted via email to Chemonics.

A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

ARTICLE 8. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between Chemonics and the Subcontractor. The Subcontractor, under this agreement, has complete charge of its personnel and any second tier subcontractors, if any and allowed, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

ARTICLE 9. AUTHORIZED REPRESENTATIVES

Any action, modification, notice, request, or consent required to be given or made pursuant to this subcontract must be in writing and may only be made by the authorized officials specified below or their designee:

For Chemonics:

Christopher R. Smith, Elected Member of the Foundation, Chemonics Foundation Haiti

For Subcontractor:

TBD upon subcontract award

ARTICLE 10. REPORTING AND COMMUNICATIONS

The Subcontractor shall render the services and produce the deliverables stipulated in Article 6 above, under the general supervision of the Chemonics **GHSC-PSM Director of Operations, Patricia Dyer-Thomas**, or her designee. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract. The **Director of Operations** will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract with the assistance of the following individuals:

Technical direction during the performance of the subcontract shall be provided by the **Chemonics GHSC-PSM Haiti Architect** or his/her designee. The authorized Architect for this subcontract is **Nathalie Bretous**, nbretous@ghsc-psm.org. See Article 37 for further details.

Contractual guidance shall be provided by the Chemonics Home Office Contracts Compliance Department through the **GHSC-PSM Haiti Contracts Manager, Larion BOYARD**, lboyard@ghsc-psm.org. The Subcontractor shall address all contractual-related inquiries and correspondence to the **GHSC-PSM Haiti Contracts Manager, Larion BOYARD**.

The Subcontractor shall submit all reports, deliverables, and invoices to the attention of both the Chemonics' Architect and the **GHSC-PSM Haiti Contracts Manager, Larion BOYARD**.

ARTICLE 11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of **Haiti** and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable U.S Government Federal Acquisition and USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Article 63, Clauses Incorporated by Reference.

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.

ARTICLE 12. GOVERNING LANGUAGE

The Subcontract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of this Subcontract.

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

ARTICLE 13. PRICE SCHEDULE

The Subcontractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this subcontract for the fixed price of *<to be completed based on offeror's proposal>*. This price shall include all licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

ARTICLE 14. PERFORMANCE GUARANTEE-N/A

ARTICLE 15. PAYMENT SCHEDULE

As consideration for the delivery of all of the products and/or services stipulated in Article 3, Chemonics will pay the Subcontractor a total of *TBD upon subcontract award*. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 5 - Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment after Subcontractor's successful completion of the corresponding deliverable indicated in the following table:

Payment #	Description	Amount to be Paid
		TBD
		TBD
		TBD
		TBD
		TBD
		TBD

*Deliverable numbers and names refer to those fully described in Article.3, above.

ARTICLE 16. PAYMENT TERMS AND RETENTION AND DELAY DAMAGES

16.1 Payment Terms

Chemonics shall pay the Subcontractor the total fixed subcontract price as provided in Article 13 above. Chemonics will only pay and the Subcontractor may only submit invoices for payment for deliverables that have been accepted and approved by the Architect. Chemonics will pay the Subcontractor's invoice, less the retention amount as detailed below, within thirty (30) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by Chemonics;
- b) the Subcontractor has delivered a proper invoice, in compliance with Article 17 below.

Payment will be made in Haitian Gourdes (HTG). Approved payments will be made payable to the Subcontractor via check sent to the Subcontractor's official address or may be made to the following authorized account:

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

Payment of unpaid balances will be paid upon completion and final acceptance of all works and deliverables by Chemonics. Any invoices for services rendered and deliverables submitted—but not accepted by Chemonics—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that Chemonics may approve the deliverables and thus the invoice.

16.2 Retention-

10% shall be withheld from each progress payment as a retention amount. **50%** of the retention amount shall be released upon issuance of the Certificate of Substantial Completion in accordance with Article 56 and the remaining **50%** shall be released after the issuance of the Certificate of Final Acceptance by Chemonics as described in Article 58 below.

16.3 Delay Penalties

If the Subcontractor fails to complete any deliverable as described in section B.4 within the time specified in the Subcontract, or within any extension granted in writing by Chemonics, the Subcontractor shall pay to Chemonics as a delay penalty, the sum of **HTG 3,000** for each day of delay. The maximum amount of liquidated damages may not exceed **HTG TDB**

ARTICLE 17. INVOICE REQUIREMENTS

The Subcontractor shall present an invoice to Chemonics only for services and/or products that have been accepted by Chemonics. The invoice must be an original invoice, submitted to:

Chemonics Foundation Haiti
USAID/GHSC-PSM Haiti Office
Airport Industrial Park Fleuriot, Warehouse #118
Port-au-Prince, Haiti
Attention: GHSC-PSM Contracts Manager Larion BOYARD, lboyard@ghsc-psm.org.

To constitute a proper invoice, the Subcontractor's invoice must include the following information and/or attached documentation. This information will assist Chemonics in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s).
3. Bank account information to which payment shall be sent and method of payment consistent with Article 16.1.
4. Subcontractor Certification, as described below:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that the invoice has been prepared from the books and records of the Subcontractor in accordance with the terms of Subcontract No. *<enter subcontract #>*, and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this subcontract, all Chemonics and/or USAID/ **Haiti** approvals have been obtained, and any appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

- (2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of the applicable laws of **Haiti** and any applicable laws of the United States Government;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Signature of Authorized Representative)

(Title)

(Date)

ARTICLE 18. TAXES AND DUTIES

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract.

Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 19. REPORTING OF FOREIGN TAXES

a. The Subcontractor must annually submit a report to Chemonics by April 1 of the next year.

b. Contents of Report. The report must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in

the report for Lesotho (or South Africa).

- (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Subagreements. The Subcontractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

e. For further information see <http://www.state.gov/m/rm/c10443.htm>.

ARTICLE 20. INSURANCE COVERAGE

During the course of this subcontract, the Subcontractor shall carry and maintain insurance and show proof of coverage as required and prescribed by law, inclusive of the following:

1. General liability insurance as required by the Government of **Haiti**, and any other applicable laws and as prescribed;
2. Professional liability insurance as required by the Government of **Haiti**, and any other applicable laws and as prescribed;
3. Worker's compensation insurance covering each employee to the extent required by the Defense Base Act of the United States.
4. Insurance to cover any damages or destruction of works, for whatever cause;
5. Insurance coverage for equipment and tools used under this Subcontract;
6. All social insurance as required by applicable laws for all employees.

ARTICLE 21. 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 the Subcontractor.

ARTICLE 22. INDEMNITY

(a) Subcontractor agrees to indemnify and save harmless USAID and Chemonics, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

(1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;

(2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or designs or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of Chemonics;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Chemonics, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this Subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

(b) Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this Subcontract, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Subcontractor shall refund to Chemonics all monies paid Subcontractor for the infringing goods and services.

PART 3. GENERAL TERMS AND CONDITIONS

ARTICLE 23. AUTHORIZED USAID GEOGRAPHIC CODE

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

ARTICLE 24. INSPECTION AND ACCEPTANCE

Chemonics will inspect on at least a weekly basis the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. Inspection and acceptance will be carried out in accordance with Articles 55 through 58 below.

Neither Chemonics review, approval or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this Subcontract, and the Subcontractor shall be and will remain liable to Chemonics in accordance with applicable laws for all damages to Chemonics caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

ARTICLE 25. BRANDING POLICY

It is USAID policy that USAID-financed commodities and shipping containers, and project rehabilitation sites and other project locations be suitably marked with the USAID emblem. Marking of rehabilitation site(s) shall comply with the USAID Graphics Standard Manual available at www.usaid.gov/branding, or any successor branding

policy. The Subcontractor may request specific guidance on marking requirements from Chemonics.

ARTICLE 26. 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 Subcontract.

(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.

ARTICLE 27. MODIFICATIONS

Modifications to the terms and conditions of this Subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties, and shall not be effective until the consent of USAID, if applicable, has been obtained. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

ARTICLE 28. CHANGES

In accordance with FAR Clause 52.243-4 Changes (JUN 2007) for fixed price rehabilitation subcontracts over the simplified acquisition threshold, or FAR clause 52.243-5 "Changes and Changed Conditions" (APR 1984) for fixed price rehabilitation subcontracts under the simplified acquisition threshold, Chemonics may at any time, by

written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the Chemonics' Senior Vice President, Risk Management Division.

ARTICLE 29. GOVERNING LAW AND RESOLUTION OF DISPUTES

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

(b) *Disputes based on Client Actions.*

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

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

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

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

(e) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed *<TBD>* for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this

Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

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

ARTICLE 30. FORCE MAJEURE

For the purposes of this subcontract, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either Chemonics or the Subcontractor—and which makes a Party's performance of its obligations under the subcontract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

ARTICLE 31. TERMINATION

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 52.249-2, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984) for work below the simplified acquisition threshold, or 52.249-2 Alt I for work that is above the simplified acquisition threshold which is incorporated by reference in Article 63 herein.

In the event of a termination for convenience of this subcontract in whole or in part, the COP will deliver to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the subcontract (unless the notice directs otherwise), and (2) deliver to the Chemonics **Architect** all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process. Chemonics shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

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

ARTICLE 32. 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.

ARTICLE 33. ENGAGING CHILD LABOR

Chemonics neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with **Haiti** labor law, the minimum age for full-time employment under this subcontract is **18** years of age.

The Subcontractor shall remunerate employees and consultants employed under this fixed price subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform Chemonics in writing, within 24 hours, if it discovers that:

1. A child under the age of **18** has been employed by the Subcontractor; or

2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of **18**; or
3. An individual under the age of **18** has been employed in hazardous work by the Subcontractor; or
4. The Subcontractor, or an employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of **18** for hazardous work.

In the event that Chemonics discovers any violations of the provision above, Chemonics may unilaterally terminate the Subcontract for default. Failure to comply with the provision above may result in termination of the Subcontract for default by Chemonics. Chemonics may request refunds of any amounts paid for child labor in violation of this provision.

ARTICLE 34. ANTI-KICKBACK (CORRUPTION)

The following definitions apply to this clause:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the **GHSC-PSM Haiti** office or any of its employees, the Subcontractor or Subcontractor employees, or subcontractors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the subcontract price charged by the Subcontractor to Chemonics.

When the Subcontractor has reasonable grounds to believe that a violation described in the above paragraph may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to Chemonics, who shall forward the report to the USAID Inspector General for investigation. The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in the paragraph above.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

ARTICLE 35. TERRORIST FINANCING PROHIBITION

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. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this subcontract.

ARTICLE 36. SECURITY

Security in **Haiti** remains tenuous. Security for the Subcontractor's personnel, equipment, and offices shall be the responsibility of the Subcontractor. The Subcontractor shall assess the security situation in relation to the scope of work of this subcontract and institute appropriate measures to address any security threats. If security factors are expected to disrupt implementation of this subcontract or to cause delay in attaining established targets, it is the Subcontractor's responsibility to immediately notify the Chemonics **GHSC-PSM Haiti Director of Operations**.

PART 4. SPECIAL TERMS AND CONDITIONS

ARTICLE 37. TECHNICAL DIRECTION

The following terms and conditions apply to any technical direction under this subcontract:

- (a) "Technical direction" is defined to include:
 - (1) Written directions to the Subcontractor which provide details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Article 3.

- (b) The GHSC-PSM Haiti Architect is authorized by the **GHSC-PSM** CD to take any or all of the following actions:
- (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.
 - (3) Perform acceptance-related activities and verification for Chemonics.
 - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "Chemonics **GHSC-PSM Haiti** Technical Advisor" with a copy furnished to the Chemonics' **GHSC-PSM Haiti** Contracts Manager, **Larion BOYARD**.
 - (5) Issue written interpretations of technical requirements of Chemonics drawings, designs, and specifications.
 - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Director of Operations and **GHSC-PSM Haiti Contracts Manager** incidents of faulty or nonconforming work, delays or problems.
- (c) The GHSC-PSM Architect is not empowered to award, agree to, or sign any subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by Chemonics. The GHSC-PSM Architect may not take any action which may impact on the subcontract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Chemonics Senior Vice President, Risk Management Division, in consultation with the GHSC-PSM Architect and the GHSC-PSM Haiti CD.
- (d) The GHSC-PSM Architect is required to meet as appropriate with the Subcontractor and the GHSC-PSM Haiti Contracts Manager concerning performance of items delivered under this subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the **GHSC-PSM Haiti Contracts Manager**.
- (e) In the absence of the designated Architect, the Architect may designate someone to serve as Architect in his/her place. However, such action to direct an individual to act in the Architect place shall immediately be communicated to the Subcontractor.
- (f) Contractual problems, of any nature, that may arise during the life of the subcontract must be handled in conformance with the subcontract and specific

public laws and regulations. The Subcontractor and the Architect, shall bring all contracting problems to the immediate attention of the **GHSC-PSM Haiti Country Director, the Operations Director and Contracts Manager**. Only the Chemonics Senior Vice President, Risk Management Division is authorized to formally resolve such problems and is responsible for resolving legal issues, determining subcontract scope and interpreting subcontract terms and conditions. The Chemonics Senior Vice President, Risk Management Division is the sole authority authorized to approve changes in any of the requirements under this subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the Chemonics Senior Vice President, Risk Management Division, the change will be considered to have been made without authority.

- (g) Failure by the Subcontractor to report to the CD or the **Director of Operations** any action by Chemonics considered to be a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

ARTICLE 38. WORKMANSHIP AND QUALITY CONTROL BY SUBCONTRACTOR

All rehabilitation work provided by the Subcontractor shall comply with the Government of **Haiti** Codes and Standards for rehabilitation pertinent to this work. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Assurance Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the subcontract. The Subcontractor shall photograph (dated) rehabilitation operations daily. Items to be photographed are to include excavations, placement of reinforcements, concrete placement including vibrations, slump tests, placement of pads and other critical areas. The Subcontractor shall provide copies of the weekly inspection reports and photographs to the Architect.

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any

conditions beyond the responsibility of the Subcontractor to the attention of the CD or Architect.

ARTICLE 39. ANTIQUITIES

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify Chemonics of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. Chemonics shall then consult with the appropriate authorities, and advise the subcontractor of the proper course of action. The subcontractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or artifact.

ARTICLE 40. DIFFERING SITE CONDITIONS

In accordance with FAR Clause 52.236-2 "Differing Site Conditions" (APR 1984), the subcontractor shall promptly give a written notice Chemonics of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this subcontract, (2) unknown physical conditions at the site that differ materially from those indicated in this subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this subcontract.

No request by the subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the Subcontractor has given the required written notice.

No request by the subcontractor for an equitable adjustment to the subcontract for unexpected site conditions shall be considered by Chemonics if made after final payment under this subcontract.

ARTICLE 41. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

In accordance with FAR Clause 52.236-3 "Site Investigation and Conditions Affecting the Work" (APR 1984), the Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertained from an inspection of the site. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Chemonics.

Chemonics assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Chemonics.

ARTICLE 42. MATERIAL AND WORKMANSHIP

In accordance with FAR Clause 52.236-5 "Material and Workmanship" (APR 1984), all equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Chemonics Architect, is equal to that named in the specifications, unless otherwise specifically provided for in this Subcontract.

The Subcontractor shall perform all work under this subcontract in a skillful and workmanlike manner. Chemonics reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

ARTICLE 43. SUPERINTENDENCE BY THE SUBCONTRACTOR

In accordance with FAR Clause 52.236-6 "Superintendence by the Contractor" (APR 1984), at all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by Chemonics. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized Chemonics personnel.

ARTICLE 44. PERMITS AND RESPONSIBILITIES

In accordance with FAR Clause 52.236-7 "Permits and Responsibilities" (NOV 1991), the Subcontractor shall, without additional expense to Chemonics, be responsible for obtaining any necessary licenses and permits, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor's fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the subcontract.

ARTICLE 45. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

In accordance with FAR Clause 52.236-9 “Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements” (APR 1984), the Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, Chemonics may have the necessary work performed and charge the cost to the Subcontractor.

ARTICLE 46. OPERATIONS AND STORAGE AREAS

In accordance with FAR Clause 52.236-10 “Operations and Storage Areas” (APR 1984), temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the Architect and shall be built with labor and materials furnished by the Subcontractor without expense to Chemonics. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges, or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

ARTICLE 47. USE AND POSSESSION PRIOR TO COMPLETION

In accordance with FAR Clause 52.236-11 “Use and Possession Prior to Completion” (APR 1984), Chemonics shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Chemonics shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that Chemonics intends to take possession of or use. However, failure of Chemonics to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the

Subcontract. Possession or use by Chemonics shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While Chemonics has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from Chemonics' possession or use, notwithstanding the terms of Article 44, "Permits and Responsibilities."

ARTICLE 48. CLEANING UP

In accordance with FAR Clause 52.236-12 "Cleaning Up" (APR 1984), the Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Chemonics. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the Chemonics the Architect .

ARTICLE 49. ACCIDENT PREVENTION

In accordance with FAR Clause 52.236-13 "Accident Prevention" (NOV 1991), the Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor's personnel, property, materials, supplies, and equipment exposed to Subcontractor's operations and activities; (2) avoid interruptions in Chemonics operations, and avoid delays in project completion dates; and, (3) control costs in the performance of this subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

ARTICLE 50. AVAILABILITY AND USE OF UTILITY SERVICES

In accordance with FAR Clause 52.236-14 "Availability and Use of Utility Services" (APR 1984), the Subcontractor, at its expense and in a workmanlike manner and to the satisfaction of the Architect, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by Chemonics, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 51. SCHEDULES FOR REHABILITATION SUBCONTRACTS

In accordance with FAR Clause 52.236-15 "Schedules for Rehabilitation Contracts" (APR 1984), the Subcontractor, shall, within five days after the effective date of the

Subcontract or another period of time determined by the Architect, prepare and submit for approval to the Architect three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, Chemonics may withhold approval of progress payments until the Subcontractor submits the required schedule.

If, in the opinion of the Chemonics the Architect, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, without additional cost to Chemonics. In such circumstances, the Chemonics may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of rehabilitation plant, and to submit schedules in chart form as the Architect deems necessary to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified period of performance of the subcontract.

Failure of the Subcontractor to comply with the requirements of the Architect under this clause shall be grounds for a determination by the Architect that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the period of performance specified in the subcontract. Upon making this determination, Chemonics may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.

ARTICLE 52. QUANTITY SURVEYS

In accordance with FAR Clause 52.236-16 "Quantity Surveys (ALT I)" (APR 1984), quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual rehabilitation completed and in place. Chemonics reserves the right to conduct such surveys. However it is required that the Subcontractor conduct the original and final surveys and surveys for any periods for which progress payments are requested.

ARTICLE 53. LAYOUT OF WORK

In accordance with FAR Clause 52.236-17 "Layout of Work" (APR 1984), the subcontractor shall lay out its work from Chemonics' established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Architect. The

Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Architect until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the Architect, the Subcontractor will replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

ARTICLE 54. SPECIFICATIONS AND DRAWINGS FOR REHABILITATION

In accordance with FAR Clause 52.236-21 "Specifications and Drawings for rehabilitation" (APR 1984), the rehabilitation Contractor shall keep a copy of the drawings and specifications on the work site and shall give Architect access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In the case of difference between drawings and specifications, the specifications shall govern. In the case of discrepancy in the figures, in the drawings, or in the specifications, the specifications shall govern. In the case of discrepancy in the figures, the matter shall be promptly submitted to Architect, who shall promptly make a determination in writing. Any adjustment by the rehabilitation Contractor without such a determination shall be at its own risk and expense. Chemonics shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

ARTICLE 55. EXCUSABLE DELAYS

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the rehabilitation schedule and activities and may require a time extension to the subcontract.

Pursuant to FAR 52.249-14, Chemonics may consider a time extension due to excusable delays under the following circumstances:

(a) Except for defaults of lower-tier subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (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) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless —

(1) The lower-tier subcontracted supplies or services were obtainable from other sources;

(2) Chemonics ordered the Subcontractor in writing to purchase these supplies or services from the other source; and

(3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, Chemonics shall ascertain the facts and extent of the failure. If Chemonics determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of Chemonics under the termination clause of this subcontract.

ARTICLE 56. REMEDIAL WORK

The Architect, or his authorized representative, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by the Architect not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the Architect may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

ARTICLE 57. SUBSTANTIAL COMPLETION

"Substantial Completion" means the stage in the progress of the work as determined and certified by the CD in writing to the Subcontractor, in which the work (or a portion designated by Chemonics) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the CD or authorized Chemonics representative as of which substantial completion of the work has been achieved.

Chemonics shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the Architect or an authorized Chemonics representative (including any required tests), the CD shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Schedule of Defects" listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the CD to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Chemonics' possession or use upon substantial completion shall not be deemed an acceptance of any work under the subcontract.

ARTICLE 58. CORRECTION OF DEFECTS

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 90 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The CD shall give notice to the Subcontractor of any defects before the end of the defects liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by Chemonics, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period and which arises from, either:

- any defective materials, workmanship or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the CD's notice. If the Subcontractor has not corrected a defect within the time specified in the CD's notice, the CD will assess the cost of having the defect corrected, and the Subcontractor will pay this amount.

ARTICLE 59. FINAL COMPLETION AND ACCEPTANCE

"Final completion and acceptance" means the stage in the progress of the work as determined by the CD and confirmed in writing to the Subcontractor, at which all work required under the subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."

The "date of final completion and acceptance" means the date determined by the CD when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principle place of performance or at any other location where the services are performed and reports and deliverables are produced or submitted. The Architect listed in Article 10 has been delegated authority to inspect and accept all services, reports, and required deliverables.

The Subcontractor shall give the CD at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the CD determines that the work is not ready for final inspection and so informs the Subcontractor.

If the CD is satisfied that the work under the subcontract is complete (with the exception of continuing obligations), the CD shall issue to the Subcontractor a "Certificate of Final Acceptance" and make final payment upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the CD in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

ARTICLE 60. KEY PERSONNEL

The following personnel have been designated as key under this subcontract key personnel and are considered to be essential to the work being performed there under. Prior to diverting any of these individuals to other duties, the Subcontractor shall notify Chemonics reasonably in advance and shall submit a justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on the subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics.

The following positions are considered key personnel under this subcontract:

<u>Title</u>	<u>Name</u>
<i>TBD upon award</i>	

ARTICLE 61. OTHER INSURANCE REQUIREMENTS

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

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

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

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

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

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

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

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

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

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

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Allied World Assurance Company (AWAC). The agent and program administrator is Aon Risk Insurance Services West, Inc. Address is: AON, 199 Fremont St., Ste.

1500, San Francisco, CA 94105. Point of contact is Regina Carter (415) 486-7554 or Fred Robinson: (o) 415-486-7516, fax: (415)-486-7059, E-Mail: usaiddbains@aon.com. Coverage should be requested in accordance with USAID Contract No. AID-0AA-C-10-00027 with Allied/AON. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES

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

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

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

(2) Exceptions:

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics.

(ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

ARTICLE 62. SECURITY

(a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants

that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) **Access to Chemonics' Facilities – Security Requirements**

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

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

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

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

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

PART 5. CLAUSES INCORPORATED BY REFERENCE

ARTICLE 63. CLAUSES INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far/> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the

Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

Federal Acquisitions Regulation (FAR) Clauses

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (MAY 1997)
52.203-12	LIMITATION OF PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.203-13	CONTRACTOR CODE OF ETHICS AND CONDUCT (OCT 2015)
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (7/13)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (10/15)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.223-6	DRUG FREE WORKPLACE (JAN 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND

	TRANSLATION OF CONTRACT (FEB, 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-9	REFUND OF ROYALTIES (APR 1984)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (ALT I) (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)
52.242-15	STOP-WORK ORDER (APR 1984)
52.243-4	CHANGES (JUN 2007) (for fixed price construction subcontracts over the simplified acquisition threshold)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984) (for fixed price construction subcontracts under the simplified acquisition threshold)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold)
52.249-2 Alt I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984) ALT I (for fixed price construction subcontracts over the simplified acquisition threshold)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

52.249-14	EXCUSABLE DELAYS (APR 1984)
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Agency for International Development Acquisitions Regulation (AIDAR) Clauses

AIDAR CLAUSE NUMBER	TITLE AND YEAR
752.202 Alt.70 and Alt.72	DEFINITIONS ALT. 70/ALT.72 (JANUARY, 1990)
752.211-70	LANGUAGE AND MEASUREMENT (JUNE, 1992)
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEBRUARY, 2007)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9	CARGO INSURANCE
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013)
752.7009	MARKING (JANUARY, 1993)
752.7025	APPROVALS (APRIL, 1984)
752.7027	PERSONNEL (DECEMBER, 1990)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION (JANUARY, 1990)
752.7033	PHYSICAL FITNESS (JULY, 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DECEMBER, 1991)

ATTACHMENT A: LETTER OF TRANSMITTAL

The following letter must be completed and submitted with any offer:

Date: (insert date)

To:

Chemonics Foundation Haiti
USAID/**GHSC-PSM Haiti** Office
Airport Industrial Park Fleuriot, Warehouse #118, Port-au-Prince, Haiti Attention:
Larion BOYARD, Contracts Manager

RE: Letter of Transmittal, RFP No.**PSM-OPS-353**

(insert name of company) hereby proposes the attached offer to perform all work required for the rehabilitation of the GHSC-PSM offices as described in the above referenced RFP. Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

We hereby acknowledge and agree to all of the terms and conditions, special provisions, and instructions included in the above referenced RFP. We further certify that (insert name of company), as a firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B: REQUIRED CERTIFICATIONS

The following certifications must be completed and submitted in the Technical Volume of any proposal.

ATTACHMENT B-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, PER FAR 52.203-2 (APR 1985)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The offeror certifies that—

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)

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

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

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

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

 (insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-2: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)

 (insert name of company) (hereinafter called the "offeror")

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) 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 his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Chemonics Chief of Party; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

 (insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-3: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)

(insert name of company) (hereinafter called the "offeror")

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting subcontract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign Government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____
TIN _____

insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, PER FAR 52.209-5 (DEC 2001)

 (insert name of company) (hereinafter called the "offeror")

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

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

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

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

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

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Chemonics Chief of Party or Senior Vice President, Risk Management Division may terminate the subcontract resulting from this solicitation for default.

 insert name of company
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5A: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS, PER FAR 52.222-18 (FEB 2001)

Pursuant to FAR 52.222-18 (Feb 2001), federal contractors who supply products on the Current List of Products and Countries on Executive Order (EO) 13126, published by the Department of Labor must certify that they have made a good faith effort to determine whether forced or indentured child labor was used to produce the items listed. The Current List of Products and Countries on EO 13126 is included on the next page as Attachment B-5a.

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a subcontract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Subcontractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. Chemonics will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

 insert name of company
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5B: Current List of Products and Countries on EO 13126 List

The current list of products was published in the April 3, 2013 Federal Register and includes the following:

Product	Countries
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Garments	Argentina, India, Thailand
Gold	Burkina Faso
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China

ATTACHMENT B-6: EVIDENCE OF RESPONSIBILITY STATEMENT

_____ (*insert name of company*) (hereinafter called the "offeror")

The offeror hereby certifies the following:

1. Authorized Negotiators

The Company Name proposal in response to RFP No. **PSM-OPS-353** may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No. **PSM-OPS-353**.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address
Telephone/Fax
Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

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

4. Record of Performance, Integrity, and Business Ethics

Company Name's record of integrity is outstanding. Company Name has no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Volume.

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

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the subcontract type.)

6. Equipment and Facilities

(Offeror should state they have necessary facilities and equipment to carry out the subcontract.)

7. Eligibility to Receive Award

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here as well, if applicable.)

8. Commodity Procurement

Not applicable to this RFP.

9. Cognizant Government Audit Agency

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

10. Acceptability of Subcontract Terms and Conditions

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

11. Organization of Firm

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT C: PRELIMINARY DESIGN DOCUMENTS AND SCHEDULE OF VALUES

(see attached)

**ATTACHMENT D: MITIGATION MEASURES, AND MONITORING AND EVALUATION TRACKING
TABLES**

(see attached)