

INDEFINITE QUANTITY SUBCONTRACT

Between

Chemonics Foundation Haiti

And

(add subcontractor name and address here)

Hereinafter referred to as Subcontractor

for

*Global Health Supply Chain Program - Procurement and Supply Management (GHSC-PSM)
project*

Prime IDIQ Contract Number No. AID-OAA-I-15-00004

Task Order No. AID-OAA-TO-15-00007

Subcontract number: *(insert Subcontract Number here)*

Start Date: **XX, 20XX**

End Date: **XX, 20XX**

IQS Ceiling: TBD (Maximum aggregate value of all orders awarded)

ISSUED BY:

Chemonics Foundation Haiti

ISSUED TO:

[Insert subcontractor name and address]

Subcontractor Tax ID Number: **[insert Subcontractor Employee Identification Number (EIN) or local tax reference number as applicable]**

Subcontractor UEINumber:

[insert Subcontractor UEI for awards valued at \$30,000 USD or higher unless exempted. Delete if not applicable.]

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- Annex 1. World Health Organization (WHO) Good Storage and Distribution Practices (May 2019) Draft for Comments, working document QAS19.793
- Annex 2. GHSC-PSM Guidance for Loading a Truck
- Annex 3. WHO Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products
- Annex 4. WHO Technical Supplements to Model Guidance for the storage and transport of time and temperature sensitive pharmaceutical products
- Annex 5. Key Performance Indicators

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

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

For: Chemonics Foundation Haiti
By:

{name}
{title of officer}
Date Signed:
Place Signed:

For: { Subcontractor's name}
By:

{name}
{title of officer}
Date Signed:
Place Signed:

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

Section A. Background, Scope of Work, Deliverables

A.1. Background

This Indefinite Quantity Subcontract (Subcontract) is made by and between Chemonics Foundation Haiti (Chemonics) and [insert subcontractor name] [insert subcontractor acronym]. Chemonics is the lead contractor awarded the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) project on a prime indefinite delivery, indefinite quantity (IDIQ) contract with orders as referenced on the cover page funded by the United States Department of State (DOS).

GHSC-PSM facilitates the supply of health commodities in support of United States Government (USG) funded public health initiatives in Haiti by providing direct procurement and supply chain management support to the President's Emergency Plan for AIDS Relief (PEPFAR) and the DOS Maternal/Child Health and Nutrition (MCHN) program and providing systems strengthening support to improve supply chain management and commodity security around the world.

A.2. Scope of Work

Chemonics implements the GHSC-PSM project and will be responsible for facilitating the distribution of pharmaceutical cold chain, pharmaceutical grade, and/or ambient health commodities to all departments in Haiti on behalf of DOS.

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

The Subcontractor shall report on performance as required in reports and deliverables and for the key performance indicators in Section Y and order performance requirements included in Section C.4. The Subcontractor shall take all direction and instructions as pertains to the GHSC-PSM commodities from the designated GHSC-PSM representatives and in accordance with this Subcontract

The Subcontractor shall provide the staffing and coordination services related to all requirements and requests under this agreement. The Subcontractor shall act as a service provider and does not acquire ownership in respect of the goods distributed.

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

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

A.2.i Subcontractor Responsibilities

Each STO issued hereunder will contain a distribution plan which identifies the total volume to be delivered and the locations to be delivered to. There will be a packing list for each destination and the number of pallets or cartons to be delivered. For proofs of delivery (PODs), five (5) PODs will be printed by the dispatching warehouse for each delivery and signed by both parties. Only three (3) will be given to the Subcontractor to collect signature of the health site representatives. For each STO issued, the Subcontractor shall execute the distribution plan within the stipulated timeframe and complete the following steps and processes:

General

- Load vehicles and confirm that the commodities loaded correspond to the packing list, PODs, and the distribution plan, including number of parcels gross volume, and correct loading sequence. Discrepancies, damage, or other issues shall be noted and reported immediately.
- Deliver all commodities in packs for ease of handling during transportation and load the correct number of packs as indicated on the distribution plan, if applicable, at the originating warehouse(s). PODs shall reflect quantities of these commodities being transported in packs to facilitate uniform documentation (however, at times, carton calculations may include cartons with less packs/bales than others to make up the district or facility quantities).
- Adhere to the World Health Organization (WHO) standards for transporting pharmaceuticals and other health commodities, for vehicle and other equipment requirements, and transporting any pharmaceutical or other waste products to proper disposal points, as these standards are incorporated into the subcontract in annexes: WHO Good Distribution Practices (GDP) for Pharmaceutical and Laboratory Products (WHO Technical Report Series No. TRS 957, 2019, Annex 7), WHO Model Guidance for the Storage and Transport of Time- and Temperature-Sensitive Pharmaceutical Products (Technical Report Series No. 961, 2011 Annex 8), Guidelines for Temperature Control of Drug Products during Storage and Transportation (GUI-0069, 2011), country standards, and consultation provided by GHSC-PSM on relevant quality standards, as applicable.
([gas19_793_good_storage_and_distribution_practices_may_2019.pdf\(who.int\)](#))
- GHSC-PSM commodities may not be in the same vehicle as commodities not included in distribution plans shared by GHSC-PSM.
- Trucks and trailers of trucks to be used for the work may be subject to visual inspection, on an ad-hoc basis as required by Chemonics. Prior to any transportation activity, vehicle make and model, and plate numbers should be provided.
- Upon request of Chemonics, the Subcontractor shall provide proof of insurance for goods in transit. Subcontractor will be legally and financially responsible for the commodities during the transportation process and is required to provide insurance against all loss or damage to products.
- Transport pharmaceuticals and other health commodities in such a way to ensure that neither the pharmaceuticals nor the commodities can be contaminated.
- Manage all transport and logistics functions for designated routes, from point of origin to destination, including provision of appropriate modes of transport necessary for efficient delivery.
- Offload and deliver the correct quantity of commodities and transfer them to the respective service delivery point, in accordance with the distribution plan, into the identified receiving spaces; transference of custody shall be given to the designated receiving officer upon signing of the POD.
- Provide adequate resources to complete all deliveries to required destinations within the stipulated time intervals.
- Provide drivers who possess valid and appropriate driver's licenses. Driver shall comply with a strict "no drinking", "no drug use" policy. Drivers must be sufficiently literate and requisite competency level to manage the health commodity documentation, including for cold chain commodity management.
- Drivers are responsible for recording and keeping the truck movement log and maintenance schedule.
- Drivers shall take the most direct and safe route while in transit.
- Receive, review, and maintain records of written approval documentation (including approvals given within emails) provided by GHSC-PSM prior to any handling, transportation, or distribution of commodities.

- Have responsibility for the safety and security of its personnel and property, and of the commodities and property in the Subcontractor's custody. 3PL shall be responsible and accountable for the health commodities from the point they are loaded on the trucks, up to the point they are offloaded and delivered, and shall ensure all the stipulated documentation is completed to demonstrate clear transfer of custody of commodities between the truck and the recipient.
- Carefully monitor the distribution and rapidly address any issues that arise, including issues related to accessibility, vehicle breakdown, lagging delivery times, security, issues encountered at receiving facilities, product loss or damage, and any situation that may compel the driver to operate outside the Subcontractor's standard operating procedures. GHSC-PSM shall be notified of changes, concerns, or issues immediately through phone calls and subsequently through email within 24 hours regarding any issue that will hinder distribution. Collaborate with GHSC-PSM to resolve these issues when required; and follow up with relevant incident report and documentation as required within 24-48 hours/a reasonable time frame.
- Maintain at all times adequate Standard Operating Procedures (SOPs) for all operations and particularly for the operations listed below. If the Subcontractor makes any substantial changes to their SOPs, the Subcontractor shall provide the updated SOPs to Chemonics.
 - a. Order dispatch and delivery
 - b. Training in relation to good distribution practice, regulations, and safety specific to cold chain.
 - c. Security, that covers the full range of security issues related to the distribution of products, lives, and property
 - d. Disaster recovery plan
 - e. Loading and unloading
 - f. Cold chain packaging, loading and distribution
 - g. Non-cold chain capacity for transportation of all commodities, including pharmaceuticals
 - h. Pharmaceutical product distribution
 - i. Incident management and reporting
 - j. Daily operations reporting
 - k. Reverse logistics
 - l. Vehicles and equipment involved in the distribution process, including:
 - i. Cleaning and pest control,
 - ii. Precautions against spillage or breakage,
 - iii. Procedures for transportation of hazardous products which can present risks of abuse,
 - iv. Maintenance of vehicle, temperature equipment and other equipment,
 - v. Fire or explosion (these products are to be stored and transported in safe dedicated containers and vehicles),
 - vi. Process wherein unauthorized persons are prevented from entering and/or tampering with vehicles and/or equipment, and theft or misappropriation thereof.

Cold-Chain Equipment and Vehicles

Offeror must be capable of maintaining a temperature range of 2°C to 8°C for refrigerated shipments, over the full environment temperature range experienced over known distribution routes when the vehicle is in motion or parked with the main engine stopped.

- Provide cold chain logistics services in accordance with Good Distribution Practices for Pharmaceutical Products as outlined by the World Health Organization-Working Document QAS/04.068/Rev.2 If refrigerated vehicles are unavailable, temperature regulated boxes

- (active or passive) with at least 48 hours of cold life temperature control shall be provided by the subcontractor if Chemonics does not have any of its cold boxes available. Active temperature regulated boxes consist of utilizing self-contained powered refrigerated units which can be loaded on to an ambient vehicle and maintain temperature within the required range for the duration of the delivery to point of destination using power from the vehicle or other power source.
- Chemonics will provide temperature monitoring devices with sensors located at points representing temperature extremes/ threshold. The Subcontractor will ensure that sensors remain where they are placed by Chemonics' staff and that they do not suffer any damage. The Subcontractor must ensure that drivers have a Bluetooth connection to download and send temperature data upon request. Drivers will need to have sufficient phone and internet data plans allowing real time monitoring of Chemonics' data loggers upon request.
 - Fitted with doors and security seals and/or locks that protect against unauthorized access during transit.

Temperature Controls

- Personnel shall have the requisite competency level to be able to effectively perform duties related to documentation, make critical decisions related to cold chain commodity management and distribution.
- Drivers should sign for receipt of sealed cool boxes, so they should not have to count the vials, that includes the date and the exact time.
- Cold boxes provided by the subcontractor or by Chemonics must be plugged in to power at all times until delivery.
- Drivers shall visually check the temperature of the cold boxes once per hour and keep a written log for each hour, as well as inform Chemonics immediately if an excursion is noted.
- Temperature within the compartments shall be within the product(s) stability profile as stated by the product manufacturer, cold chain; 2°C to 8°C
- One cool box should be used for each location if possible. Tamper-evident seals should be used. Avoid open sealed shippers as much as possible.
- Ice and frost shall not be allowed to accumulate, particularly ice contaminated by spillages.
- Details on the maintenance requirements and history of temperature-controlled vehicles shall be provided, as well as a list of approved locations for the maintenance of the vehicles.
- Conditioned gel packs shall be provided to guarantee optimal storage conditions throughout the distribution period. The cold chain commodities shall be protected from condensation from the gel packs.
- Functionality of the security and temperature alarm systems shall be carried out at least once a quarter, and records shall be maintained to demonstrate compliance.
- Temperature and humidity control, and temperature monitoring shall comply with the following:
 - a. Temperature control systems able to continuously maintain air temperatures within the set point of limits throughout the temperature controlled compartment;
 - b. Control and monitoring sensors accurate to ± 0.5 °C, and humidity sensors to $\pm 5\%$ RH;
 - c. Sensors calibrated/qualified against a certified traceable reference standard at least once a year, with complete documentation;
 - d. Sensors located to represent a broad sample of the temperature and the humidity stratification across the entire truck/ box/ transportation equipment.
 - e. Control sensors positioned to capture external temperature and humidity in parallel to the product monitoring system; and
 - f. Temperature and humidity monitoring systems shall provide records with a minimum recording frequency of six times per hour (interval of every 10 mins) for each sensor position, and shall provide documentation that can be stored and accessed by Chemonics

A.2.iii Proofs of Delivery Requirements

- PODs (See Annex 11 for sample) shall include the following:
 - Consignee name and physical address
 - Delivery location
 - Date of departure
 - List and description of commodities delivered
 - Unit pack: quantity, weight, volume, batch number, manufactured and expiry dates, and unit prices
 - Temperature at the point of dispatch/receipt (°C) for cold chain commodities
 - Details of issuing warehouse/distribution agents and the service delivery point representative;
 - Vehicle registration number and security seal number
 - Quantities and volume (in cubic meters) of commodities distributed for the GHSC-PSM project;
 - Date and time of delivery;
 - Name and signature of warehouse representative, driver, and recipient at destination;
 - Remarks or notation of any loss or damages.
 - Written log confirming cold box temperatures at hourly intervals.

Proofs Of Delivery (PODs):

- Subcontractor shall deliver GHSC-PSM's health commodities safely and securely and in prescribed condition to the recipient and destination, as evidenced by a signed Proof of Delivery (POD).
- Subcontractor will provide written confirmation, i.e., Proof of Delivery (POD), to GHSC-PSM for all delivered shipments. PODs should be submitted with the subcontractor's invoice to Chemonics.
- For proofs of delivery (PODs), five (5) PODs will be printed by the dispatching warehouse for each delivery and signed by both parties. Only three (3) will be given to the Subcontractor to collect signature of the health site representatives.
- Electronic proof of delivery (e-POD) systems with real-time cloud access and GPS tracking shall be utilized to increase accuracy and efficiency. Subcontractor shall be provided one delivery cycle to begin implementation of the e-POD system. The Subcontractor will need to use their smartphones and the Kobo application to submit signed PODs for completed deliveries to health facilities. Both hard copies and e-POD shall be used for deliveries.

Distributions

- Distribution plans shall be provided on a weight or volume and location basis, at the discretion of GHSC-PSM.
- Subcontractor shall be required to begin transporting the health commodities within the specified period of time mentioned in the sub-task orders.
- Deliveries shall be made during normal business hours between 8:00am to 4pm for regions 2 and 3 and between 8:00am to 3pm for region 1, excluding public holidays.
- Subcontractor shall be required to call SDPs ahead of scheduled deliveries, four hours before the delivery time or the day before for deliveries to occur before 11am, based on the distribution plans provided by Chemonics/GHSC-PSM.

A.2.iii Security and Disaster Recovery

- g. Subcontractor shall ensure and deploy reasonable and cost-effective strategies, actions, processes and measures to ensure that all commodities being transported are not lost in transit, from the point of pick up until custody is transferred to the designated recipients. These strategies, actions, processes and measures must be approved by Chemonics and include, but are not limited to the following:
 - i. Planned routes for transit of vehicles are the safest available, based on an assessment of the various options;
 - ii. Vehicles are parked in secure locations after close of business to ensure both commodity and vehicle security;
 - iii. Incidents are investigated.
- h. Subcontractor shall maintain appropriate disaster recovery and security systems to provide continuity of services in case of causes beyond the control and without the fault or negligence of the Subcontractor such as (1) acts of God or of the public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather, or (10) security breach (each a **“Force Majeure Event”**). During a Force Majeure Event, Subcontractor and Chemonics shall discuss the continued and uninterrupted provision of services and Chemonics shall reasonably consider any request by Subcontractor to alter the performance and deliverable timelines for a limited period of time, but in no case longer than thirty (30) days. For purposes of clarity, the parties agree that a Force Majeure Event shall not excuse performance by the Subcontractor in the orders issued hereunder.
- i. Immediately upon occurrence of any Force Majeure Event, the Subcontractor shall implement the alternate performance deliverable timelines and, unless the parties agree otherwise, make best efforts to recover data and resume operations within forty-eight (48) hours thereafter.
- j. Should the Subcontractor suffer a Force Majeure Event, the Subcontractor shall use all reasonable efforts to ensure the continuity of services. If after implementation of an approved alternate delivery timetable, the Force Majeure Event prevents the Subcontractor from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) Business Days, Chemonics may terminate this Subcontract in accordance with Section C.6.

A.3. Chemonics/GHSC-PSM Responsibilities

- GHSC-PSM will provide distribution plans one (1) or more business day before the distribution begins (See Annex 12 for sample) by district and by health facility containing the product details and quantities in readiness for commencement of distribution.
- GHSC-PSM will provide an updated list of service delivery points per province prior to the commencement of a distribution. Depending on the directives of the USG and/or the needs of supported implementing partners, the location and number of the facilities may vary.

A.4. Deliverables

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

A.4.i. Deliverables

The subcontractor will issue an invoice with corresponding deliverables to GHSC-PSM point of contact for each sub-task order. The invoice must include the details of the distribution.

Deliverable Descriptions

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

Deliverable No. 1: Data Loggers and Cold Chain Equipment

Upon completion of each approved commodity distribution, the subcontractor shall submit the data loggers and cold chain equipment (cold chain boxes and/or foam coolers and/or ice packs) to Chemonics in working order and without damage.

Deliverable No. 2: Electronic Proof of Delivery (PODS) Forms

Upon delivery of products to SDP, the subcontractor shall upload photos of signed PODs and a photo of the SDP facility building to the Kobo platform.

Deliverable No. 3: Proof of Delivery Forms

The subcontractor shall provide original PODs, at the latest 72 hours after completing the distribution, to Chemonics.

Deliverable No. 4: Distribution Reports

At the end of each delivery run, the subcontractor shall submit temperature charts (standard form) and the summary table showing the total volume, number of boxes/cartons delivered for each department, by site, and any details on damages, expiries, or returns.

Deliverable No. 5: Other as may be needed, TBD at time of award

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

II.4.2 Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1	Data Loggers and cold chain equipment	Upon completion of each approved commodity distribution return equipment to Chemonics.
2	Electronic proof of delivery (e-POD) submission	Upon delivery at SDP, upload photos of signed PODs and photo of SDP facility building to Kobo platform
3	Proof of Delivery (original signed PODs)	72 hours after completion of approved distribution
4	Distribution Reports	Two (2) business days after completion of approved distribution

5	Other (TBD) Deliverables	TBD
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II.5.1 Reporting Descriptions

Report No. 1: Truck Information

The subcontractor shall provide, 24 hours before a distribution begins, an Excel spreadsheet with the truck make & model and license plate numbers, and trailer plate numbers of equipment to be used and locations parked in response to the distribution plan provided by GHSC-PSM.

Report No. 2: Daily Activity Updates

The subcontractor shall provide daily activity updates covering the delivery status for all service delivery points (SDP) in the distribution plan. The daily update must be in MS Excel compatible document, be broken down by SDP, and include for each SDP: health facility name, planned date of delivery, actual date of delivery, quantity delivered, and remarks for any delivery not executed according to plan.

Report No. 3: Issues and Incidents

After informing Chemonics through a phone call, the Subcontractor shall provide written notification through email of any issues or incidents that might hinder distribution in accordance with the scope of work. The Subcontractor shall include in the email the date, location, vehicle number(s) of trucks affected, description of issue, and additional actions to be taken. The Subcontractor shall document the issue or incident through resolution and provide all documentation, incidents reports, and updates to Chemonics.

II.5.2 Reporting Schedule

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

Report Number	Report Name	Due Date
1	Truck Information	Share truck information with Chemonics 24 hours before a distribution begins
2	Daily Activity Updates	Daily during each approved distribution of commodities for Chemonics
3	Issues and Incidents	Inform Chemonics in writing within 24 hours of the issue/incident. Continue to provide updates until resolution.

Section B. Subcontract Type and Orders

B.1 Subcontract Type

(a) This is an Indefinite Quantity Subcontract (IQS) with sub task orders to be priced utilizing firm fixed prices for services and deliverables. These orders will be issued as the need arises. The quantities of supplies and services specified under this subcontract are estimates only and are not purchased by this subcontract.

A Fixed Price Sub-Task Order is a subcontract for services, reports, or other concrete deliverables provided to and accepted by Chemonics on behalf of GHSC-PSM project in Haiti and/or DOS. As the name implies,

the price of the sub-task order is fixed, and it is not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Procedures in Section C.3. The Subcontractor shall furnish to Chemonics, when and if ordered, the services specified in the SOW of this subcontract in accordance with B.3 Minimum Obligated Amount and B.4 Maximum Ordering Amount.

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

B.2 Sub-Task Order Prices

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

"TO BE COMPLETED BASED ON NEGOTIATED PROPOSAL"

B.3 Minimum Obligated Amount

This subcontract includes an initial obligation of funds in the amount of \$200 to cover the minimum order guarantee. Chemonics is required to order and the Subcontractor is required to furnish the minimum order amount of services. This minimum order guarantee and initial obligation shall be met through the first sub-task order placed hereunder. Individual sub-task orders will obligate funds to cover the work required under each sub-task order.

B.4 Maximum Ordering Limitation

Maximum Ordering Limitation. This subcontract includes a ceiling price in the amount of **\$400,000.00 (to be confirmed upon award)** sub-task orders issued under this subcontract shall not exceed the subcontract total ceiling amount and the Subcontractor shall not be paid any amount in excess of the subcontract's ceiling price without advance, written approval of Chemonics.

Section C. Ordering Procedures

C.1. Ordering – General

(a) Any services to be furnished under this indefinite quantity subcontract shall be ordered by issuance of fixed price task orders/purchase orders (orders) by Chemonics. Such orders may be issued from the effective date of this subcontract through its expiration.

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

(c) Orders must be issued through written communication by the **TBD** or his/her designee.

(d) Orders are subject to any terms, conditions, and/or limitations which may be imposed by Chemonics or DOS. Any orders that include a period of performance that exceeds the estimated completion date of the IDIQ subcontract shall retain any and all appropriate subcontract terms and conditions, including revisions to FAR and AIDAR clauses that are effective after the estimated completion date but are within the

authorized period of performance in the order. The indefinite quantity subcontract period is not extended unless by formal modification and new sub-task orders shall not be issued after the basic subcontract estimated completion date, as modified. Only the **TBD** or his/her designee may modify the indefinite quantity subcontract.

C.2. Sub Task Orders (STOs) Contents

Each STO shall specify at a minimum the following sections:

- A.1 Background;
- A.2 Statement of Work
- A.3 Deliverables and Deliverables Schedule;
- A.4 Technical Directions;
- A.5 Term of Performance of the Sub Task Order;
- A.6 Contract Type;
- A.7 Firm Fixed Prices;
- A.8 Other Clauses as may be required for Specific Orders (e.g., Key Personnel)

C.3. Ordering Procedure

As the need for the Subcontractor's services and expertise arise in the course of the project, the Chemonics authorized representative, **TBD**, or his/her designee shall:

- (a) Issue a Sub-Task Order at least **TBD** days the commencement of a delivery.
- (b) Chemonics shall provide the distribution plan/delivery order one (1) day before the expected date of the distribution.

C.4. Performance of Orders

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

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

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

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

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

(f) Strict adherence to the distribution plan(s)/delivery order(s) and vehicle specifications outlined in Section A.2 are material conditions of any order issued hereunder. The Subcontractor shall deliver the accurate quantity of commodities in the appropriate vehicles on the dates specified to the designated health

facilities, and shall offload into identified storage spaces. If the Subcontractor is unable to comply with a distribution plan/delivery order and/or corresponding vehicle requirements, they shall immediately notify the designated GHSC-PSM representative for instructions on how to proceed, providing the details and causes of the difficulty in complying and mitigating actions taken, if any. Such notice will not reduce or limit any of Chemonics' rights or remedies arising out of the Subcontractor's noncompliance.

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

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

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

C.5. Ordering Limitations

All orders statements of work and performance periods shall be within the scope of work and effective period of this indefinite quantity subcontract.

C.6. Changes, Termination and Stop Work

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

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

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

Section D. Reporting and Technical Direction

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

(b) The Subcontractor shall render the services and produce the deliverables stipulated in each order, under the general technical direction of the Chemonics authorized representative, or his/her designee as indicated in each order. The Chemonics authorized representative or his/her designee will be responsible for monitoring the Subcontractor's performance under this subcontract and may from time to time render

assistance or give technical advice or discuss or effect an exchange of information with Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis for equitable adjustment. The Chemonics authorized representative or his/her designee, unless otherwise specified in a purchase order has authority to request, inspect, and accept all services, reports, and required deliverables or outputs.

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

Section E. Period of Performance

(a) The effective date of this subcontract is (Insert effective date) and the completion date is November 28, 2026.

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

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

Section F. Invoicing and Payment

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

Payment Account Information

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

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

Bank name: (INSERT Subcontractor's bank name)

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

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

Chemonics will pay the Subcontractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Subcontractor's deliverables, and b) Chemonics' receipt of the Subcontractor's valid invoice. Invoicing shall be made in USD, paid to the account specified above.

Section G. Branding Policy and Reporting Requirements

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

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

Section H. Authorized geographic code [AIDAR 725.702]; Source and Nationality Requirement [AIDAR 752.225-70 (FEB 2012) as altered]

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

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

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

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

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

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

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

Section I. Intellectual Property Rights

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

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

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

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

Section J. Insurance

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.

1) Goods In Transit

The Subcontractor shall maintain an insurance policy covering Goods in Transit (GIT) for full replacement value of commodities being transported for the duration of the activity. Upon request, the proof of insurance shall be submitted at award prior to commencement of the activity. The GIT shall meet the following requirements:

- a. Coverage: All risks including Accidental damage, Fire, Theft, Dishonest Acts, Quake, Flood, and Wind as well as War Clauses and Strikes clauses as applicable.
- b. Product insured: all commodities transported under the subcontract
- c. Minimum amount: \$500,000

2) Commercial General Liability

Commercial general liability insurance with a combined bodily injury and property damage limit of not less than \$1,000,000 per event (other than goods/products) which covers, at a minimum, premises, independent contractor, contractual liability, personal and advertising injury.

3) Workers Compensation

Workers' compensation insurance in accordance with the applicable laws of Haiti.

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

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

(a) 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 Starr Indemnity and Liability Company. The agent and program administrator is Marsh MMA. Point of contact is: USAID@marshmma.com. Coverage should be requested in accordance with USAID Contract No. XXX with Starr/Marsh MMA. The costs of the DBA insurance are allowable and reimbursable as a direct cost to this subcontract.

4) Auto/Vehicle Insurance

Comprehensive liability insurance for vehicles or other equipment operated, owned or leased by the Subcontractor for the provision of services in accordance with the applicable laws of Haiti.

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

Insurance Type	Description	Minimum Requirements	Offeror's Response
Goods In Transit	Refer to J.1. above	\$500,000	Sample response: Yes/No with \$XXX coverage. If no, provide justification and describe efforts made to receive the coverage.
Commercial General Liability	Refer to J.2. above	\$1,000,000	Sample response: Yes/No with \$XXX coverage. If no, provide justification and describe efforts made to receive the coverage.
Workers Compensation	Refer to J.3. above	DBA required for all staff working on the subcontract	Sample response: Yes/No with \$XXX coverage. If no, provide justification and describe efforts made to receive the coverage.
Auto/Vehicle Insurance	Refer to J.4. above	Haitian law requirements	Sample response: Yes/No with \$XXX coverage. If no, provide justification and describe efforts made to receive the coverage.

Section K. Liability for Lost or Damaged Commodities

1. In performing the distribution services pursuant to this agreement, the Subcontractor shall be liable for any lost or damaged goods under the Subcontractor's care, custody or control.
2. To the extent the Subcontractor uses any auxiliary employees or subcontractors, or other persons, to perform the services, the Subcontractor shall assume full responsibility and liability pursuant to this agreement for the acts and omissions of such persons as if they were the Subcontractor's own acts and omissions.
3. Notice of Loss or Damage. The Subcontractor shall remain responsible for the care, custody and control of the goods according to the standards herein and Subcontractor's SOPs while the goods are in Subcontractor's care, until the goods are transferred to Chemonics' identified recipient. The Subcontractor will notify Chemonics in writing of any loss of damage to the goods handled by Subcontractor promptly after discovery of same, and in no case more than forty-eight (48) hours after confirmation of loss or damage.
4. Valuation: Liability for cargo loss or damage to Chemonics' goods shall be calculated based on cost of commodities plus freight and insurance plus 10% for all commodities being transported for the duration of the subcontract.

5. Beneficiary or Loss Payee: Subcontractor shall be responsible for payment as direct reimbursement to Chemoncis within 60 days of loss or damage, unless otherwise agreed in writing by both parties.

Section L. Indemnity

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

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

Section M. Compliance with Applicable Laws and Regulations

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

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

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

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of

the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

Section N. Privity of Contract and Communications

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

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

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

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

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

- (a) the Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) DOS determines that the Subcontractor is ineligible to receive DOS funding pursuant to U.S. laws and regulations; or
- (c) the Subcontractor is identified on the U.S. Government’s Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

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

Section P. Governing Law and Resolution of Disputes

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal

common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) Disputes based on Client Actions.

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

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

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

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

(e) Limitations. Neither party shall be liable to the other for any indirect, consequential, special, incidental, or punitive damages including, without limitation, loss of revenue or profits, loss of production, loss or denial of opportunity or use, loss of market, loss of goodwill, loss of reputation, or damage to credit rating.

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

Section Q. Set-Off Clause

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

Section R. Assignment and Delegation

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

Section S. Organizational and Conflicts of Interest

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

Section T. Gratuities and Anti-Kickback

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

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

Section U. Terrorist Financing Prohibition/Executive Order 13224

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

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

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

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

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

Section W. Compliance with U.S. Export Laws

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

Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

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

Section X. Compliance with U.S. Anti-Corruption Regulations

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

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

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

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

Section Y. Subcontractor Performance Standards

(a) Subcontractor agrees to provide the services required hereunder in accordance with the requirements set forth in this Subcontract. Subcontractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that employees assigned to perform any services under this subcontract will conduct themselves

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

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

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

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

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

(e) Evaluation of the Subcontractor's overall performance under this subcontract shall be conducted by Chemonics. In addition to review of Subcontractor reports and deliverables, Chemonics shall review the quality of Subcontractor performance under this subcontract against monthly key performance indicators ("KPI"). KPIs will be used as a basis for continuous improvement efforts by the Subcontractor. Regular performance reviews will be held between the Subcontractor and Chemonics/GHSC-PSM. These reviews will be used to help determine the Subcontractor's suitability for future subcontracts and to inform performance improvement. If the Subcontractor fails to meet any KPI, the timelines for addressing the deficiency as agreed within the corrective action plan will take effect. The Subcontractor will provide the Chemonics designated GHSC-PSM project representative in the timeline requested, a proposed action plan setting forth the actions the Subcontractor will take in order to promptly comply with all KPIs. The KPIs are listed below:

- *Quality of work.* Provides personnel who are technically qualified, who foster a positive working environment, who are effective on the assignment and contribute to a team effort to accomplish tasks. Provides vehicles and methods to maintain the quality of the commodities during the transportation. Tasks are completed in a timely manner. Reports are clear, concise, accurate, well-structured, easily comprehended, submitted on-time and contain actionable recommendations.
- *Responsiveness to Chemonics' requests.* Maintains open, direct, and responsive communications channels with Chemonics. Responses are rapid, helpful, accurate, and without undue delays.
- *Quality of subcontract administration.* Conducts contractually required tasks, such as personnel management, submittal of approval requests, deliverables and invoice submission, in a timely, compliant, and accurate manner.

- *Timeliness and correctness of deliveries.* Delivers the correct shipments to the correct locations and points of contact, on the planned delivery date. Ensures appropriate point of contact at health facility verifies the delivery and signs the POD.

Section Z. Subcontractor Employee Whistleblower Rights

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

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

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

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

(a) Public Availability of Information.

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

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

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

(c) Impracticality of Registration.

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

(d) Remedy.

Failure to comply with the reporting requirements in a timely manner as required under this section may constitute a material breach of the Subcontract and cause for withholding payment to the Subcontractor until the required information has been supplied to Chemonics or the Subcontractor demonstrates to

Chemonics that its System for Award Management record has been updated. In addition to contractual remedies, Chemonics may make the Subcontractor's failure to comply with the reporting requirements a part of the Subcontractor's performance information record.

Section BB. SECURITY

(a) Operating Conditions – Assumption of the Risk

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

(b) Access to Chemonics' Facilities – Security Requirements

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

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

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

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

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

Section CC. Miscellaneous

(a) This Subcontract embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Subcontract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this Subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Subcontract shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Subcontract shall be construed to create any rights or

obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.

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

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

DD.1 Incorporation of FAR and AIDAR Clauses

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

DD.2 Government Subcontract

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

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

DD.3 Notes

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

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

DD.4 Modifications Required by Prime Contract

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

DD.5 Provisions Incorporated by Reference

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

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

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.202-1</u>	DEFINITIONS	NOV	All subcontracts regardless of value

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

Clause Number	Title	Date*	Notes and Applicability
<u>52.215-2</u>	AUDITS AND RECORDS - NEGOTIATION	OCT 2010	All Subcontracts except those below the simplified acquisition threshold. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization.)
<u>52.215-10</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data was required with Subcontractor's proposal. (Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Chemonics" in paragraph (d)(1).)
<u>52.215-11</u>	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract.	AUG 2011	Applies if submission of certified cost or pricing data is required for modifications. (Notes 1, 2 and 4 apply.)
<u>52.215-12</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-13</u>	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010	Applies if Subcontract > \$750,000 and is not otherwise exempt under FAR 15.403.
<u>52.215-14</u>	INTEGRITY OF UNIT PRICES	OCT 2010	Applies if Subcontract is above the simplified acquisition threshold. Delete paragraph (b) of the clause.
<u>52.215-15</u>	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010	Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies.)
<u>52.215-16</u>	FACILITIES CAPITAL COST OF MONEY	JUN 2003	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal.
<u>52.215-17</u>	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	Applies if Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its proposal.
<u>52.215-18</u>	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	Applicable if this Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies.)
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997	Applies if this Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies.)
<u>52.215-20</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA.	OCT 2010	(Note 2 applies.)
<u>52.215-21</u>	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS	OCT 2010	(Note 2 applies)
<u>52.215-23</u>	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009	Applies for cost-reimbursement subcontracts which exceed the simplified acquisition threshold. (Notes 1, 2 and 4 apply.)
<u>52.216-7</u>	ALLOWABLE COST AND PAYMENT Alt II applies to educational institutions. Alt IV applies to non-profit organizations.	AUG 2018	Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless

Clause Number	Title	Date*	Notes and Applicability
			otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged.)
<u>52.216-8</u>	FIXED FEE	JUN 2011	Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-10</u>	INCENTIVE FEE	JUN 2011	Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where "Government" is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.)
<u>52.216-11</u>	COST CONTRACT - NO FEE	APR 1984	Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.216-18</u>	ORDERING	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-19</u>	ORDER LIMITATIONS	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.216-22</u>	INDEFINITE QUANTITY	OCT 1995	Applies to Indefinite Quantity Subcontracts (IQS) Or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only.
<u>52.217-8</u>	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as <i>the period of time within which Chemonics may exercise the option.</i> (Notes 1 and 2 apply.)
<u>52.217-9</u>	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
<u>52.219-8</u>	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2018	Applies to all Subcontracts that are expected to exceed the simplified acquisition threshold except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.)
<u>52.219-9</u>	SMALL BUSINESS SUBCONTRACTING PLAN (If a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.)	aug 2018	Applies if this Subcontract > \$700,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause <i>does not</i> apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.)
<u>52.222-2</u>	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990	Applicable to Cost Reimbursement Subcontracts which are expected to exceed the simplified acquisition threshold only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.)
<u>52.222-3</u>	CONVICT LABOR	JUN 2003	Applies to all Subcontracts >\$3,000 involving some or all performance in the U.S.

Clause Number	Title	Date*	Notes and Applicability
<u>52.222-21</u>	PROHIBITION OF SEGREGATED FACILITIES	APR 2015	(Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-26</u>	EQUAL OPPORTUNITY	SEP 2016	Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States.
<u>52.222-29</u>	NOTIFICATION OF VISA DENIAL	APR 2015	Applies to all Subcontracts regardless of type or value.
<u>52.222-35</u>	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010	Applies if this Subcontract is for \$100,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States.
<u>52.222-36</u>	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014	Applies if this Subcontract exceeds \$15,000. Does not apply to Subcontracts where the work is performed entirely outside the U.S, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (Note 8 applies.)
<u>52.222-37</u>	EMPLOYMENT REPORTS ON VETERANS	FEB 2016	Applies if this Subcontract is for \$150,000 or more. Does not apply to Subcontracts where the work is performed entirely outside the U.S. by employees recruited outside the United States
<u>52.222-40</u>	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010	Applies to Subcontracts 000above the simplified acquisition threshold. <i>Does not</i> apply to Subcontracts performed <i>entirely</i> outside the U.S. <i>Does not</i> apply to Subcontracts where the work is performed entirely outside the U.S. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold;
<u>52.222-50</u>	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	OCT 2020	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
<u>52.222-54</u>	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015	Applies to Subcontracts which exceed the simplified acquisition threshold <i>except for</i> a) commercial services that are part of the purchase of a Commercial Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days.
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-1</u>	BUY AMERICAN ACT -- SUPPLIES	MAY 2014	Applies if the Statement of Work contains other than domestic components. (Note 2 applies.)

Clause Number	Title	Date*	Notes and Applicability
<u>52.225-13</u>	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008	Applies to all Subcontracts regardless of value or type
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-1</u>	AUTHORIZATION AND CONSENT	DEC 2007	Applies if the Subcontract is above the simplified acquisition threshold. (Notes 4 and 7 apply.)
<u>52.227-2</u>	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	Applies if this Subcontract is above the simplified acquisition threshold. (Notes 2 and 4 apply.)
<u>52.227-9</u>	REFUND OF ROYALTIES	APR 1984	Applies if this Subcontract includes royalties
<u>52.227-14</u>	RIGHTS IN DATA - GENERAL	MAY 2014	Applies to all subcontracts regardless of type or value. Delete paragraph (d) which is replaced by AIDAR 752.227-14.
<u>52.228-3</u>	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.228-4</u>	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	Applies to all Subcontracts, regardless of type or value, only if the Prime Contracts includes this clause.
<u>52.228-7</u>	INSURANCE—LIABILITY TO THIRD PERSONS	MAR 1996	Applicable to Cost Reimbursement Subcontracts and Task Orders of any value. (Notes 4 and 7 apply)
<u>52.228-9</u>	CARGO INSURANCE	MAY 1999	Applicable to Subcontracts of any value if the Subcontractor is authorized to provide transportation-related services. Chemonics will provide values to complete blanks in this clause upon authorizing transportation services. (see also AIDAR 752.228-9)
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.229-8</u>	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990	Applicable to Cost Reimbursement and T&M Subcontracts and Task Orders, regardless of value. Insert name of host country government in first blank in the clause. Insert name of host country in second blank in the clause.
<u>52.230-2</u>	COST ACCOUNTING STANDARDS	OCT 2015	Applies only when referenced in this Subcontract that full CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-3</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015	Applies only when referenced in this Subcontract that modified CAS coverage applies. "United States" means "United States or Chemonics." Delete paragraph (b) of the clause.
<u>52.230-4</u>	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	MAY 2012	Applies only when referenced in this Subcontract, modified CAS coverage applies. Note 3 applies in the second and third sentences.
<u>52.230-5</u>	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS	AUG 2016	"United States" means "United States or Chemonics." Delete paragraph (b) of the Clause. Applies only when referenced in this Subcontract that this CAS clause applies.
<u>52.230-6</u>	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010	Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.

Clause Number	Title	Date*	Notes and Applicability
<u>52.232-20</u>	LIMITATION OF COST	APR 1984	Applies if this Subcontract is a fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-22</u>	LIMITATION OF FUNDS	APR 1984	Applies if this Subcontract is an incrementally funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes 1 and 2 apply.)
<u>52.232-40</u>	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013	Applies if the Subcontractor is a U.S. small business and Chemonics receives accelerated payments under the prime contract. (Note 1 applies.)
<u>52.233-3</u>	PROTEST AFTER AWARD Alternate I (JUN 1985) applies if this is a cost-reimbursement contract). In the event that Chemonics' client has directed Chemonics to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Chemonics may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	"30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Chemonics".
<u>52.237-8</u>	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003	Applies to Subcontracts--regardless of type and value--that include provision of host country national personnel.
<u>52.237-9</u>	INSTRUCTIONS: INCLUDE THIS ONLY IF IT APPEARS IN THE PRIME CONTRACT. WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014	Applies to Subcontracts—regardless of type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause.
<u>52.242-1</u>	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders of any value.
<u>52.242-3</u>	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014	Applies to all subcontracts > \$700,000, regardless of subcontract type.
<u>52.242-4</u>	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997	Applies to Cost Reimbursement and T&M Subcontracts and Task Orders that provide for reimbursement of Subcontractor indirect cost rates, regardless of subcontract value.
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.242-15</u>	STOP-WORK ORDER Alternate I (APR 1984) applies if this is a cost-reimbursement Subcontract.	AUG 1989	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.243-2</u>	CHANGES - COST REIMBURSEMENT	AUG 1987	Notes 1 and 2 apply. Applies if this is a Cost Reimbursement Subcontract or Task Order.
<u>52.243-3</u>	CHANGES - TIME-AND-MATERIALS OR LABOR-HOUR	SEP 2000	Notes 1 and 2 apply. Applies if this is a T&M Subcontract or Task Order.
<u>52.244-6</u>	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2019	Applies to Subcontracts for commercial items only.

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

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

Clause Number	Title	Date*	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee".
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992	Applies to all Subcontracts, regardless of type or value
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB 2012	Applies to all Subcontracts, regardless of type or value. (Notes 4, 5 and 7 apply)
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JULY 1997	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.228-9	CARGO INSURANCE	DEC 1998	The following preface is to be used preceding the text of the clause at FAR 52.228-9: Preface: To the extent that marine insurance is necessary or appropriate under this contract, the Subcontractor shall ensure that U.S. marine insurance companies are offered a fair opportunity to bid for such insurance. This requirement shall be included in all lower-tier subcontracts.
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007	Applies to all Subcontracts requiring performance outside the U.S.
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL FLOW DOWN THIS CLAUSE TO LOWER-TIER SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.)	MAR 2015	Applies to all Subcontracts, regardless of value or type, with a possible need for services of a Host Government employee. (Note 5 applies)
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984	Applies to Subcontracts where the Subcontractor is authorized by Chemonics to purchase property under the Subcontract for use outside the U.S. (Note 5 applies)
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996	(Note 5 applies)
752.7001	BIOGRAPHICAL DATA	JUL 1997	Applies to all Cost Reimbursement Subcontracts and Task Orders, and T&M Subcontracts and Task Orders utilizing a multiplier, regardless of value. (Note 3 applies)
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990	Applies to all Cost Reimbursement and T&M Subcontracts and Task Orders performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013	Applies to all Subcontracts. (Note 5 applies)
752.7007	PERSONNEL COMPENSATION	JUL 2007	Applies to all Cost Reimbursement Subcontracts and Task Orders and T&M Subcontracts and Task Orders with a multiplier, regardless of value.
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984	Applies to all Subcontracts regardless of value or type. (Note 5 applies)
752.7009	MARKING	JAN 1993	Applies to all Subcontracts. (Note 5 applies)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984	Applies to all Subcontracts, regardless of value or type, involving performance outside the U.S. (Note 5 applies)
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984	Applies to Cost Reimbursement Subcontracts and Task Orders, regardless of value, involving performance outside the U.S. (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990	Applies to Cost Reimbursement and T&M Subcontracts of any value involving work outside the U.S. (Note 2 applies)
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7027	PERSONNEL	DEC 1990	Applies to all Cost Reimbursement and T&M Subcontracts of any value involving work performed in whole or in part overseas. Paragraphs (f) and (g) of this clause are for use only in cost reimbursement and T&M contracts. (Note 5 applies)
752.7028	DIFFERENTIALS AND ALLOWANCES APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS.	JUL 1996	This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies)
752.7029	POST PRIVILEGES	JUL 1993	For use in all non-commercial subcontracts involving performance overseas.
752.7031	LEAVE AND HOLIDAYS	OCT 1989	For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014	Applies to all subcontracts requiring international travel. (Note 5 applies)

Clause Number	Title	Date*	Notes and Applicability
752.7033	PHYSICAL FITNESS (JULY 1997)	JUL 1997, PARTIALLY REVISED AUG 2014	Applies to all Subcontracts of any type or value involving performance outside the U.S. The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired. (Note 5 applies)
752.7034	ACKNOWLEDGMENT AND DISCLAIMER	DEC 1991	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008	If a subcontract with family planning activities is contemplated, add "Alternate 1 (6/2008)" to the clause name.

Section EE. Sub-Task Order Template

The following template (Sections A.1 through A.8) shall be used to order transportation/distribution services and related deliverables under the IQS. Chemonics reserves the right to modify this template as needed to accommodate pricing and other considerations as may be needed.

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

A.1 BACKGROUND

Chemonics Foundation Haiti (hereinafter referred to as “Chemonics”), with its consortium partners, implements the Global Health Supply Chain Program – Procurement and Supply Management (GHSC-PSM) single award indefinite delivery indefinite quantity (IDIQ) contract funded by the U.S. Department of State (DOS). The purpose of GHSC-PSM is to ensure an uninterrupted supply of public health commodities. GHSC-PSM fulfills this purpose by purchasing and delivering health commodities, offering comprehensive systems support to strengthen national supply chain systems, and providing global supply chain leadership to ensure that lifesaving health supplies reach those most in need. GHSC-PSM in Haiti delivers health products for the U.S. President’s Emergency Plan for AIDS Relief (PEPFAR) and the DOS Maternal and Child Health and Nutrition (MCHN) program..

The winning offeror(s) will provide a) cold chain (temperature range from 2°C to 8°C) and/or b) non-cold chain (temperature range no higher than 30°C) transportation services for temperature sensitive pharmaceuticals in country, at intervals specified by Chemonics, through last mile distribution services. The selected subcontractor(s) will be required to facilitate transportation of these health products and other items from the Central Fleuriot warehouse located in Port-au-Prince to approximately 100-200 Service Delivery Points (SDPs) in the designated geographical regions of Haiti, as stipulated every quarter or at other intervals as specified by GHSC-PSM in Haiti.

A.2 STATEMENT OF WORK

GHSC-PSM will award firm fixed price sub-task orders to IQS-holder(s) who propose the best value for efficient and optimized routes in response to a request for task-order proposals.

The purpose of the final awarded subcontract(s) is to engage the successful offeror(s) as part of a pool of pre-qualified subcontractors to provide services to GHSC-PSM for the handling, transportation and distribution of cold chain and non-cold chain pharmaceutical and health care products to some or all the health facilities within the SDPs identified by GHSC-PSM in Haiti. The selected subcontractor(s) will implement and follow World Health Organization (WHO) good distribution practices relevant to handling, transportation, distribution, and general organizational management. Along with GHSC-PSM in Haiti, the selected subcontractor(s) will build national capacity infrastructure by contributing to the establishment of a sustainable outsourced model for the transportation and delivery of public sector health commodities. The final awarded subcontract(s) will utilize firm fixed unit prices for regular, scheduled distributions for three pre-defined Volume ranges in-line with estimated \ Volume Range distribution to each Geographical Region (see Annex 2 below). This arrangement is intended to conserve time and maximize efficiency, while ensuring the highest quality of service and contributing to an economy of scale in Haiti relevant to the transport and distribution of health care products. Handling, transportation, and distribution tasks will be coordinated by GHSC-PSM in Haiti. GHSC-PSM in Haiti will verify the documentation for services provided by the selected subcontractor(s) and will pay the selected subcontractor(s) for those services upon GHSC-PSM’s acceptance of the services.

A.3 DELIVERABLES, DELIVERABLES SCHEDULE AND REPORTING

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

Deliverable No. 1: Data Loggers and Cold Chain Equipment

Upon completion of each approved commodity distribution, the subcontractor shall submit the data loggers and cold chain equipment (cold chain boxes and/or foam coolers and/or ice packs) to Chemonics in working order and without damage.

Deliverable No. 2: Electronic Proof of Delivery (e-PODS) Forms

Upon delivery of products to SDP, the subcontractor shall upload photos of signed PODs and a photo of the SDP facility building to the Kobo platform.

Deliverable No. 3: Proof of Delivery (PODS) Forms

The subcontractor shall provide original PODs, at the latest 72 hours after completing the distribution, to Chemonics.

Deliverable No. 4: Distribution Reports

At the end of each delivery run, the subcontractor shall submit temperature charts (standard form) and the summary table showing the total number of boxes/cartons delivered for each department, by site.

Deliverable No. 5: Other as may be needed, TBD at time of award

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

b) Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1	Data Loggers and cold chain equipment	Upon completion of each approved commodity distribution return equipment to Chemonics.
2	Electronic proof of delivery (e-POD) submission	Upon delivery at SDP, upload photos of signed PODs and photo of SDP facility building to Kobo platform
3	Proof of Delivery (original signed PODs)	72 hours after completion of approved distribution
4	Distribution Report	Two (2) business days after completion of approved distribution
5	Other (TBD) Deliverables	TBD

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

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

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

c) Reporting

The successful offeror shall deliver to Chemonics the following reports in A.3 c), in accordance with the schedule set forth in A.3 d) below, to facilitate communication and management of activities and general management of the subcontract.

Reporting Descriptions

Report No. 1: Truck Information

The subcontractor shall provide, 24 hours before a distribution begins, an Excel spreadsheet with the truck make & model and license plate numbers, and trailer plate numbers of equipment to be used and locations parked in response to the distribution plan provided by GHSC-PSM

Report No. 2: Daily Activity Updates

The subcontractor shall provide daily activity updates covering the delivery status for all service delivery points (SDP) in the distribution plan. The daily update must be in MS Excel compatible document, be broken down by SDP, and include for each SDP: health facility name, planned date of delivery, actual date of delivery, quantity delivered, and remarks for any delivery not executed according to plan.

Report No. 3: Issues and Incidents

After informing GHSC-PSM through a phone call, the Subcontractor shall provide written notification through email of any issues or incidents that might hinder distribution in accordance with the scope of work. The Subcontractor shall include in the email the date, location, vehicle number(s) of trucks affected, description of issue, and additional actions to be taken. The Subcontractor shall document the issue or incident through resolution and provide all documentation, incidents reports, and updates to GHSC-PSM.

d) Reporting Schedule

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

Report Number	Report Name	Due Date
1	Truck Information	Share truck information with Chemonics 24 hours before a distribution begins
2	Daily Activity Updates	Daily during each approved distribution of commodities for Chemonics
3	Issues and Incidents	Inform Chemonics in writing within 24 hours of the issue/incident. Continue to provide updates until resolution.

*Reporting numbers and names refer to those fully described in II.5.1 above.

A.4 TECHNICAL DIRECTIONS

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

A.5 TERM OF PERFORMANCE

- a) The period of performance for this sub-task order is from TBD to TBD. The Subcontractor shall deliver the deliverables set forth in Section A.3 in accordance with the Statement of Work in Section A.2 to the TBD in accordance with the schedule stipulated therein.
- b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

A.6 CONTRACT TYPE

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

A.7 FIRM FIXED PRICE

- a) As consideration for the delivery of all of the products and/or services stipulated in Section A.2 and A.3, Chemonics will pay the Subcontractor a total of TBD. This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.5, Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will pay the total price of each deliverable upon the Subcontractor's successful completion and delivery of each deliverable. Chemonics will make each payment subject to Section A.7(c), below, after Subcontractor's completion of the corresponding deliverable indicated in the following table:

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. \$XX,XXX	1. (Deliverable No. 1 Name)
2. \$YY,YYY	2. (Deliverable No. 1 Name)

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

- b) Upon acceptance of the contract deliverables described in Section A.2 Statement of Work, and A.3 Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program—Procurement and Supply Management project for payment. The invoice shall be sent to the attention of TBD and shall include the following information: a) subcontract number, b) deliverables delivered and accepted, c) total amount due, per Section A.7(a) above; and d) payment information corresponding to the authorized account listed in A.7(c), below. Payment will be made according to the terms described in the ordering Subcontract.
- c) Chemonics shall remit payment according to the term specified in the ordering Subcontract and

corresponding to approved, complete invoices payable to the Subcontractor via check sent to the Subcontractor's official address or to the following authorized account:

1. Account name
2. Bank name:
3. Bank address or branch location:
4. Account number:

A.8 ADDITIONAL CLAUSES

TBD

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

Subcontractor Name:

Subcontract Number:

Subcontract Start Date:

Subcontract Value:

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

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

___ Yes ___ No

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

(i) **Subcontractor UEI Number:**

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

___ Yes ___ No

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

___ Yes ___ No

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

___ Yes ___ No

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

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

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

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

(1) *Salary and bonus.*

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

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

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

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

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

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

Section GG. Representations and Certifications

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

[End of Subcontract]