



## Request for Quotations (RFQ)

RFQ Number: PSM-OPS-319

Issuance Date: August 18, 2017

Deadline for Offers: August 25, 2017, 4:00 PM local Haitian time

Deadline for Questions: August 21, 2017, 3:00 PM local Haitian time

Description: Legal Services in Haiti

For: Global Health Supply Chain Program - Procurement and Supply Management project (GHSC-PSM) in Haiti

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

Implemented By: Chemonics Foundation Haiti

Point of Contact: Contracts Manager, Larion BOYARD, [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org)

### \*\*\*\*\* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS \*\*\*\*\*

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <http://www.chemonics.com/OurStory/OurMissionAndValues/Standards-of-Business-Conduct/Pages/default.aspx>.

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFQ must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery and kickbacks.

Please contact Dr. Florence Guillaume Duperval, Country Director at [FDGuillaume@ghsc-psm.org](mailto:FDGuillaume@ghsc-psm.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office through the contact information listed on the website found at the hyperlink above.

## **Section 1: Instructions to Offerors**

1. **Introduction:** The Global Health Supply Chain Program - Procurement and Supply Management (GHSC-PSM) project is a USAID program implemented by Chemonics Foundation Haiti in Haiti. The goal of the GHSC-PSM in Haiti project is to ensure uninterrupted supplies of health commodities to prevent suffering, save lives, and create a brighter future for families around the world. As part of project activities, the GHSC-PSM in Haiti project requires the purchase of legal services to provide legal advice to Chemonics on the company's in-country operations, including registration, and to ensure compliance with local laws and regulations. Selected Local Counsel shall provide analysis, feedback and guidance on (1) a written report that responds to questions included in a Local Counsel Checklist (see Annex A of the RFQ); (2) review of the employment agreement template for long-term staff and an employment agreement template for short-term staff (for hourly labor); (3) permis de sejour services for GHSC-PSM's expatriate and third-country national staff; (4) review of residential and commercial leases; and, (5) ad hoc legal services as requested by Chemonics on as needed basis. The purpose of this RFQ is to solicit quotations for these items.

Offerors are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol** Offers must be received no later than **4:00 PM** local Haitian time on **August 25, 2017** by email or by hard copy delivery to the GHSC-PSM in Haiti project office. Any emailed offers must be emailed to [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org). Any hard copy deliveries must be stamped and signed by the offeror's authorized representative and delivered to the GHSC-PSM in Haiti project office located at **Airport Industrial Parc Fleuriot Warehouse # 118**.

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Chemonics.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **3:00 PM local Haitian time on August 21, 2017** by email to [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org). Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Chemonics will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Chemonics or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. **Scope of Work:** Section 3 Scope of Work, Required Technical Qualifications, and Pricing Schedule contains the scope of work, illustrative questions for legal services and and required technical qualifications that the selected offeror must possess.
5. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, and presented in English. Pricing must be presented in Haitian Gourdes. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Quotations must include the hourly rate (or rates) and anticipated level of effort (LOE) in days at which the Offeror will provide services listed in Section 3.A. Quotations must also include technical qualifications listed at the

end of Section 3.A Offerors are requested to provide quotations on their official quotation format or letterhead; in the event this is not possible, offerors may complete the quotation table in Section 3.B Pricing Schedule.

In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license and a valid quitus.
- Individuals responding to this RFQ are requested to submit a copy of their Haitian law (bar) license and a copy of their identification card.

6. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 935** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Haiti.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, Sudan, Syria.

7. **Taxes and VAT:**

The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ. However, to get VAT exemption from relevant authorities, Chemonics will need to file the documentation with relevant local authorities. Therefore, offerors must clearly identify VAT amount in a separate line item in their quotation table.

8. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

9. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:

- *Delivery* – 10 points: The speed of delivery.
- *Technical* – 30 points: Responsiveness to the scope of work and requirements to technical qualifications per Section 3.A of RFQ. For example, does the offeror have substantial experience providing legal services similar to those described in Section 3.A of the RFQ? Do the resumes provided show individual(s) with significant experience and past successes providing similar legal services, and do the individual(s) have the qualifications necessary to successfully practice law in-country?
- *Past Performance* – 20 points: The ability for the offeror to demonstrate examples of successful past performance in delivering the services outlined in Section 3.A and/or in providing legal services to Chemonics-implemented and/or similar donor-funded programs in Haiti.
- *Price* – 40 points: The overall cost presented in the offer.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct any of the following:

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various suppliers, if in the best interest of the GHSC-PSM in Haiti project.
- Chemonics may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the GHSC-PSM in Haiti project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

10. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, the GHSC-PSM in Haiti project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Chemonics’ standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Chemonics’ standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a legal services agreement.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, Sudan, Syria.
- (d) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
- (e) The title to any services procured under any award resulting from this RFQ shall pass to Chemonics following delivery and acceptance of the goods by Chemonics. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Chemonics.

## **Section 2: Offer Checklist**

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template).
  
- Official quotation, including proof of technical qualifications and amount of time and rates needed for each area of illustrative scope of work (see Section 3.A for the scope of work and list of required technical qualifications and Section 3.B for the quotation template).
  
- Copy of offeror's registration or business license and valid quitus (see Section 1.5 for more details). Individuals responding to this RFQ are requested to submit a copy of their Haitian law (bar) license, a copy of their identification card and valid quitus.
  
- Company profile or 2-3 page introduction to the company, areas of expertise and practice, and description of the team and main clients;
  
- Contact information for three (3) references of actual past or present clients indicating the relevant services carried out in the last three (3) years that best illustrate company's qualifications and past performance. References for USAID or other international or donor-financed projects are preferred. Independent verification of the references will be carried out.
  
- Narrative description of past performance for similar legal services.
  
- Resumes/CVs of all attorneys that will work on services listed in Section 3.A of this RFQ.

Offerors are required to submit at least one resume.

## **Section 3: Scope of Work, Required Technical Qualifications, and Pricing Schedule**

### **Section 3.A Proposed Scope of Work**

#### *Background*

Chemonics Foundation Haiti (hereinafter Chemonics) will implement Global Health Supply Chain Program—Procurement and Supply Management (GHSC-PSM) under the US/Haiti Bilateral Agreement and Framework Assistance Agreement or Strategic Objective Agreement (SOAG). Chemonics will not transact any business in Haiti other than implementing foreign assistance projects covered by the USAID awarded contracts. The project office will be staffed by U.S. expatriates, third country nationals, and Haitian staff. The project will also use support/professional services provided by foreign and local individuals and firms. To support project activities, Chemonics needs to ensure it is operating in Haiti in full compliance with its laws and regulations.

Chemonics is seeking quotations from eligible organizations and individuals for the provision of legal services on items listed under the scope of work below.

#### *Scope of Work*

The selected firm shall provide legal advice to Chemonics on the company's in-country operations, including registration, and to ensure compliance with local laws and regulations. Selected Local Counsel shall provide analysis, feedback and guidance on (1) a written report that responds to questions included in a Local Counsel Checklist (see Annex A); (2) review of the employment agreement template for long-term staff and an employment agreement template for short-term staff (for hourly labor); (3) permis de sejour services for GHSC-PSM in Haiti's expatriate and third-country national staff; (4) review of residential and commercial leases; and, (5) ad hoc legal services as requested by Chemonics on as needed basis. Local Counsel shall provide written analysis, feedback, and guidance on questions related to operating legally in Haiti.

In its analysis, Local Counsel shall take into consideration the following information:

- Chemonics is a corporation organized and existing under the laws of the State of Delaware in the United States, and has a principal place of business in Washington, D.C.
- The activities of any local entity established will be limited to implementing US foreign assistance projects under the Bilateral, attached.
- Chemonics' corporate indirect cost will be applied to expenses incurred in Haiti by the local entity, and the local entity will not have a separate cost structure.
- The local entity will not generate revenues in Haiti. Chemonics will receive payment for its services directly from USAID in the United States. The local entity will be used to pay for expenses incurred in Haiti for the implementation of USAID funded projects.
- Chemonics will transfer funds to the local entity, on a monthly basis, to cover its operation and administrative costs (e.g. salaries of local employees, rent, utilities, subcontractor fees, etc.).

Except for grant funds that may be advanced by USAID, Chemonics uses its own funds to cover program costs and submits monthly invoices to USAID for work performed. Monthly invoices include cost incurred in the US as well as local entity's cost. The selected firm will take into consideration the Bilateral, which will be provided to the selected firm to facilitate their reviews. Chemonics' indirect cost rate and contract negotiated fee are applied to these costs.

Please see below an illustrative list of questions and requests below. Please use this list to determine the amount of LOE necessary for each category in the quotation table in Section 3.B.

- 1) Local Counsel Review Checklist Report: The Local Counsel Review Checklist Report shall respond to questions included in Annex A.
- 2) Review of Local Employment Agreements: The selected firm shall review the long-term and short-term local employment agreement templates for consistency with the Haitian labor code. Areas of concern should be identified and suggestions provided on how to achieve similar protections for Chemonics projects in Haiti that comply with the labor code.
- 3) Permis de Sejour Services: Chemonics plans to hire expatriate and third country national staff as part of its operations in Haiti. Local Counsel shall assist GHSC-PSM in Haiti in obtaining permis de sejour for this staff as needed.
- 4) Review of Local Leases: Chemonics will sign lease templates in the Washington, DC office in order to ensure that its interests are protected. The selected firm shall thoroughly review the residential lease template and the commercial lease template and indicate sections of the leases that are not compliant with applicable local Haitian laws. The firm will additionally (using tracked-changes) propose ways in which the lease agreements may be adapted to achieve legal legitimacy and compliance, and, whenever possible, the spirit of the original clause.
- 5) Ad hoc tasks: In addition to the tasks listed above, Local Counsel shall render the services as requested in writing by the GHSC-PSM in Haiti Director of Operations, GHSC-PSM in Haiti Country Director and/or the GHSC-PSM Home Office Haiti Project Management Unit, with no exceptions. With each requested service the Local Counsel shall provide Chemonics with a written estimate of number of hours required to complete that particular request. Chemonics will then either approve the work to begin, or request that the work not be undertaken. This estimate may be a broad estimate (i.e. 7-10 hours) to account for some of the uncertainty of each task. Chemonics will then provide approval to begin work after reviewing the number of hours required. Should the Local Counsel determine during the assignment that more time is needed, he/she shall notify Chemonics immediately of the increase in time and Chemonics will determine if they will provide approval for the new estimate. The Local Counsel shall then produce the requested written analysis and/or legal opinion under the general direction of the GHSC-PSM in Haiti Director of Operations, GHSC-PSM in Haiti Country Director and/or the GHSC-PSM Home Office Haiti Project Management Unit. Delivery must be via email. The GHSC-PSM in Haiti Director of Operations, GHSC-PSM in Haiti Country Director and/or the GHSC-PSM Home Office Haiti Project Management Unit will be responsible for monitoring and accepting all services.

**Required Technical Qualifications:**

- Proven track of record providing legal services outlined in Section 3.A of RFQ.
- Staff assigned to these tasks have obtained a Bachelor of Laws (LL.B) undergraduate degree from an accredited and recognized institution, has completed the Bar course and Bar exam, and has obtained a Haitian law (bar) license and/or Haitian Lawyers Association certified and legally eligible to provide legal opinions in Haiti.
- Selected firm/individual has experience working with business registration process including assisting internationally-based companies, comprehensive familiarity with local labor laws and tax regulations.
- Experience with USAID projects, especially those implemented by for-profit international firms like Chemonics, is highly preferred.

**3.B Pricing Schedule**

Offerors are requested to provide quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3.B and submit a signed/stamped version to Chemonics.

<b>Line Item</b>	<b>Description of Services</b>	<b>Hourly Rate HTG</b>	<b>Level of Effort (days) HTG</b>	<b>Total Cost HTG</b>
1	Local Counsel Review Checklist Report			
2	Review of Local Employment Agreements			
3	Permis de Sejour Services			
4	Review of Local Leases			
5	Ad hoc tasks		TBD	TBD



**Section 4: Offer Cover Letter**

*The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:*

To: Global Health Supply Chain Program - Procurement and Supply Management (GHSC-PSM) project  
**Airport Industrial Parc Fleuriot Warehouse # 118.**

Reference: RFQ No. PSM-OPS-319

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

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

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Chemonics or GHSC-PSM in Haiti project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Chemonics’ prohibitions against fraud, bribery, and kickbacks.

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

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone and Website: \_\_\_\_\_

Company Registration or Taxpayer ID Number: \_\_\_\_\_

Company DUNS Number: \_\_\_\_\_

Does the company have an active bank account (Yes/No)? \_\_\_\_\_

Official name associated with bank account (for payment): \_\_\_\_\_

## Annex A. Local Counsel Review Checklist Report

Local Counsel Review Checklist Report: The report shall respond to questions including, but not limited to, the below:

### A. *Registration.*

- a) Currently Chemonics is registered as a non-profit foundation in Haiti. Can you confirm the Foundation legal name in Haiti? Is our registration in Haiti accurate and valid?

### B. *Taxation or other restrictions*

- a) What mechanisms or procedures are in place under Haiti law to uphold the tax exceptions granted to US contractors and its expatriate and third-country employees carrying out activities financed by USAID under the Bilateral?
- b) What are the requirements for withholding of taxes from vendors or Haiti contractors?
- c) What are the tax reporting requirements under the terms of the Bilateral (identifying agency, types of reporting and periodicity)?
- d) Please address the following related to taxation or other restrictions for the Chemonics local entity:
  - i) What are the tax implications to Chemonics and possible measures to limit tax liabilities?
  - ii) What are the possible income tax implications of each registration option? For example, will fee generated by Chemonics International Inc. through its home office in Washington, D.C. be subject to taxation in Haiti, given that any local office in Haiti will not be selling services in Haiti? Is world-wide income a consideration for imposing taxes? How can this be limited?
  - iii) Are there taxes or other restrictions on asset transfers between the Chemonics head office and the local project office? Are there restrictions on USD wire transfer from the Home Office to the project office? What are the possible measures to uphold the tax exemptions granted under the Bilateral?
  - iv) Monthly wire funds from the home office to the project office are the local entity's only source of income to pay for expenses incurred locally. Ideally, all funds transferred should be fully spent in any given month. If at the end of the month or at the end of the fiscal year there are unused funds, will that balance be subject to any income tax?
  - v) What is the procedure to obtain the tax exemption in line with the terms of the Bilateral under the current registration?
  - vi) What is the impact of any U.S. - Haiti treaty to avoid double taxation on Chemonics' operations in Haiti and expatriate personnel present in Haiti for the sole purpose of implementing technical assistance funded under the Bilateral?
- e) Are there tax requirements or other restrictions applicable to acquisition of goods and services locally (for example, leases, vehicles, land use fees, visas, exit permits)? If taxes apply, identify the reporting requirements. Would Chemonics be required to withhold local tax and other withholdings from vendors providing goods and services? If withholdings are required, what are the types of reporting and to which agency are they made?
- f) What employee benefits are taxed?
- g) How are local expense report reimbursements viewed by Haiti? Are these payments considered reportable and/or taxable?
- h) What are the requirements to provide access to records to tax, labor, or other authorities? Do the requirements extend beyond the termination of the registration?
- i) What are the tax implications/liabilities for the foreign and local nationals designated as

- legal representatives?
- j) What are the potential liabilities/risks (if any) associated with grants and subcontracts with local organizations, including community associations, local NGOs, civil society organizations, producers' associations, etc.? Provide details on any limitations or restrictions on commodity or service procurements, issuance of grants, and exporting or importing commodities.

### *C. Accounting and Record keeping*

- a) If not addressed in detail under point A above, what types of records must be maintained by the project? Which government entities have the right to access these records?
- b) What are the accounting reporting requirements if implementing multiple projects under one registration?
- c) Are there requirements for maintaining original transaction records in the host country, including all timelines?
- d) What records or documents are required to be kept in the host country after the end of the project or termination of the registration? If there are requirements, how do international companies commonly address these requirements?
- e) Are there any known costs associated with document or record reporting requirements?

### *D. Banking:*

It is Chemonics' policy to keep one bank account in-country per project. As explained above, the home office will wire, on a monthly basis, the funds necessary to cover the project expenses incurred in Haiti.

- a) What are the requirements for establishing and maintaining bank accounts? In particular:
- i) What are the restrictions on who can be a bank signatory?
  - ii) What are the tax implications, if any, for bank signatories that are either Haiti or foreign nationals?
  - iii) What taxes and/or fees, if any, are imposed on the withdrawal of funds?
  - iv) What restrictions, if any, on currency conversions or transfer of funds into or out of the country?
  - v) Are there any legal restrictions and/or authorizations of the host country government over any/all assets?
  - vi) Are there any restrictions on transferring funds outside the country (e.g. transferring unused funds back to the Chemonics head office)? What paperwork is required?
  - vii) How should wire transfers be properly documented taking into account the registration option recommended by Local Counsel?
  - viii) What is the process or requirements to close a bank account?

### *E. Labor relations*

Chemonics will hire Haiti and non-Haiti citizens, either on a long-term or short-term basis, for the implementation of project activities. Long-term personnel will be hired for the duration of the project; once the project ends, the employment will be terminated. Short-term personnel will be hired for short periods of time (less than one year) on level of effort based or deliverable based contracts. Local Counsel shall address the following points regarding labor relations and immigration requirements for Chemonics' expatriate and local staff.

- a) What are the requirements and/or restrictions associated with expatriates (individuals who are not citizens of the host country present in the host country for the sole purpose of implementing technical assistance funded by USAID), local staff (Haiti nationals), and foreign citizens of Haitian origin?
- b) Are there residency restrictions? Are residency permits/work permits required for expatriates? Does the Bilateral exempt expatriate salary from income and other Haiti employee withholdings? If not, identify applicable social security and income tax withholdings. Do these exemptions apply to foreign citizens of Haitian origin?
- c) What is the legal definition of an employee and consultant, independent contractor or short term services provider? What are the differences between each type, and does local labor law mandate the use of certain types in certain situations?
- d) Are there any bonus payments (for example 13<sup>th</sup> and 14<sup>th</sup> month payment) required by Haiti law?
- e) Is workers' compensation insurance coverage required? For what types of personnel?
- f) Are there any other specific insurance requirements and/or mandatory providers?
- g) Are there severance requirements, probationary period, and tenure requirements (if any) and other conditions applicable to employment relationships? If so, please specify.
- h) Are there other employment requirements/termination circumstances in which is Chemonics required to pay severance to its employees?
- i) Is background check permissible under the Haitian labor law?
- j) What are the employer tax liabilities such as employee's social security and income tax withholdings and payment of taxes?
- k) Are there any specific working or office requirements mandated by Haiti law?
- l) Are there liabilities to Chemonics if requiring personnel to use personally owned vehicles for project/work related activities?