



USAID
FROM THE AMERICAN PEOPLE

PROJET DE REBOISEMENT DE L'USAID

March 23, 2018

Request for Proposals #RFP-OPS-001
Armed Guard and Security Services

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the USAID Reforestation Project, USAID Cooperative Agreement No. AID-521-A-17-00011, is issuing a Request for Proposals (RFP) for armed guard services and the provision and installation of security mirrors at project office and residences. The attached RFP contains all the necessary information for interested Offerors.

The USAID Reforestation Project is a USAID program implemented by Chemonics International in Haiti. The goal of the USAID Reforestation is to address environmental degradation and loss of tree cover in the North and North East departments of Haiti. The project will support interventions to:

- Reduce the threat of deforestation
- Improve environmental governance and coordination
- Increase tree cover in targeted areas
- Improve resilience to economic and natural shocks

The project will plant over 4 million trees, convert 15,000 hectares of deforested land to agroforestry, and conserve more than 1,000 hectares of mangrove forest.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated contract by sending an email indicating their intention to Tarseline Bien-Aime at procurement@reforestation.ht by 12:00pm on March 26, 2018.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to Tarseline Bien-Aime at procurement@reforestation.ht according to the instructions in Section 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all interested Offerors who registered with Ms. Bien-Aime.

This RFP does not obligate Chemonics to execute a contract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

Michelet Fontaine, Director
USAID Reforestation Project

Request for Proposals

RFP-OPS-001

For the provision of

Armed Guard and Security Services

Contracting Entity:

Chemonics Foundation Haiti

8, rue Gerald Massuci, Village Breda, Babiole, Cap-Haitien, Haiti

Funded by:

United States Agency for International Development (USAID)

Funded under:

Haiti USAID Reforestation Project

Prime Cooperative Agreement Number AID-521-A-17-00011

******* 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 <https://www.chemonics.com/our-approach/standards-business-conduct/>.

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 RFP 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 mfontaine@reforestation.ht with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

CFR	Code of Federal Regulations
AO	USAID Agreement Officer
PD	Project Director
AOR	USAID Agreement Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SAF	Strategic Activities Fund
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Haiti	USAID Mission in Haiti
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the USAID Reforestation Project, under cooperative agreement number AID-521-A-17-00011 is soliciting offers from companies and organizations to submit proposals to participate with the USAID Reforestation Project to provide facility oversight and armed security services for Project office and residences .

The degradation of Haiti's environment and the vulnerable state of Haiti's natural resources are widely acknowledged problems with deep intractable roots. Haiti's forests are being degraded for several reasons including high demand for wood-based fuels, high population density, lack of resources in rural areas, and weak governance across the spectrum of institutions meant to define and enforce natural resources regulations. The breakdown of healthy ecosystems threatens Haiti's ongoing efforts to develop its economy and improve food security, and increases vulnerability of the natural resource base and communities to shocks. The USAID Reforestation Project will address these development challenges through a targeted approach in line with Haiti and the US governments' environment and food security strategies, and the USAID Climate Change and Development Strategy. The USAID Reforestation Project is a USAID program implemented by Chemonics International in Haiti. The goal of the USAID Reforestation is to address environmental degradation and loss of tree cover in the North and North East departments of Haiti. The project will support interventions to:

- Reduce the threat of deforestation
- Improve environmental governance and coordination
- Increase tree cover in targeted areas
- Improve resilience to economic and natural shocks

The project will plant over 4 million trees, convert 15,000 hectares of deforested land to agroforestry, and conserve more than 1,000 hectares of mangrove forest.

Because Haiti is subject to high levels of street crime, burglary, civil unrest, and random violence, Chemonics requires the provision of 24-hour armed protective services and the provision and installation of security mirrors as on all Chemonics' premises as described in Section II to ensure the safety and security of the office and expatriate residence(s), ensure continuity of project activities and ensure protection of USG property. The purpose of this RFP is to solicit proposals for the provision of these services from April, 15, 2018 to August 31, 2020.

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

Chemonics will issue an award to one company or organization. The award will be in the form of a firm fixed price contract (hereinafter referred to as "the contract". The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the contract, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the contract. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting contract will be guided by Sections II and III.

This RFP does not obligate Chemonics to execute a contract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Unless otherwise stated, the periods named in the RFP shall be consecutive calendar days.

I.2. Offer Deadline

Offerors shall submit their offers in hard-copy or electronically.

Hard-copy offers must be received no later than 12:00pm on March 28, 2018, at the following address:

Tarseline Bien-Aime
Procurement Coordinator
USAID Reforestation Project
8, rue Gerald Massuci, Village Breda,
Babiole, Cap-Haitien, Haiti

Emailed offers must be received by the same time and date at the following address:

Tarseline Bien-Aime
Procurement Coordinator
procurement@reforestation.ht

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted in hard-copy or electronically.

A. Instructions for the Submission of Hard-Copies

Offerors wishing to respond to this RFP must submit proposals, in English or French, on A4 sized paper, 12-point Times New Roman font, single-spaced, in accordance with the following instructions.

All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical proposal
- Volume 2: Cost proposal

Offerors must submit 3 copies of the technical proposal and 3 copies of the cost proposal.

Proposal hard-copies must be submitted in sealed envelopes with one envelope containing the technical proposals and one envelope containing the cost proposals. Envelopes must be properly marked with the name of the Offeror's company or organization. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity leading the partnership must be used. Names should be clearly printed on the envelope and addressed to the person designated in I.2.

Envelopes must be properly marked with the RFP number and title and state either “Technical Proposal” or “Cost Proposal”, as applicable.

An authorized representative of the company or organization submitting an offer must sign the cover page of each copy of the offer in blue or black ink. The Offeror’s authorized representative must initial any changes hand-written on the hard-copies of the offer.

The envelopes containing the technical and cost proposals must be submitted in person or may be sent by postal mail to the address specified in I.2. Upon delivery, applicants will be issued a signed receipt confirming timely submission.

Offers must be received by the date and time specified in I.2.

B. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

I.4. Requirements

To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.

A. General Requirements

Chemonics anticipates issuing a contract to a Haiti company or organization, provided it is legally registered and recognized under the laws of Haiti and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Haiti upon award of the contract.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies or organizations must have a local presence in Haiti at the time the contract is signed.

- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS number if selected to receive a subaward valued at USD\$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Annex 3.¹

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the contract will be awarded to the lead company in the partnership. The leading company shall be responsible for compliance with all contract terms and conditions and making all partnership arrangements, including but not limited to division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however the different organizations must be committed to work together in the fulfillment of the contract terms.

B. Required Proposal Documents

1. Cover Letter

The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. DUNS Number
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 "Required Certifications".
 - e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

2. Technical Proposal

¹ If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform> Further guidance on obtaining a DUNS number is available from Chemonics upon request.

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages.

Offerors should provide:

1. **Guard Service and Training Approach:** Detailed description of guard program and training approach; including:
 - Description of guard equipment offered
 - Details of guard shift rotation patterns;
 - Documentated Use of Deadly Force policy, and licenses for guards to carry and use weapons;
 2. **Background Check and Vetting Information:** Details of employee background check and vetting processes, and copies of background checks and vetting documents for guards proposed to support USAID Reforestation Project;
 3. **Mobilization Plan:** Proposed start date and detailed plan for hiring and training guards (if necessary), and establishing presence at USAID Reforestation Project locations.
 4. **Quick Response Force:** Description of composition, equipment, and capabilities of quick response force, including expected average response time to each project location listed in Section II, and the wider Cap Haitien municipal area and Nord and Nord-Est regions, including a detailed QRF capabilities statement:
 - Each bidder must describe the configuration of their control room (if possible attach photographs) and response protocols upon receipt of a report. Each bidder must describe the composition of the rapid response team, their level of training, the equipment they use, and their approach to communication with the control room. Please advise if the team is armed or disarmed, how the response is activated, whether the movements are tracked in real time and the average response time during activation
- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs, proof of background check, and national ID cards for key personnel should be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose staff for the following personnel positions necessary for the implementation of the scope of work:

Title	Number	Qualifications
Regional Manager (Nord)	1	The Regional Manager will serve as the USAID Reforestation Project’s primary point of contact for this contract. Required qualifications include: <ul style="list-style-type: none"> • Based in the North Department, Cap Haitien preferred; • Minimum 5 years experience with the company; • Thorough understanding of company policies and procedures and private security best practices; • Prior experience with security contract management and administration; • Thorough understanding of security procedures including rules of engagement for armed guards;

		<ul style="list-style-type: none"> • <u>Fluent in French, understanding of English preferred.</u>
Guard Shift Supervisor(s)	1 per post	<p>Based in Cap Haitien, the Guard Shift Supervisor will serve as the USAID Reforestation Project’s primary point of contact for guard force management. Required qualifications include:</p> <ul style="list-style-type: none"> • Must be based in Cap Haitien and able to conduct supervision rounds of project sites; • Minimum 2 years’ experience with the company, and 4 years’ experience working in private security; • Thorough understanding of company policies and procedures and private security best practices; • If Mag Touch is not available, the Guard Shift Supervisor will be required to visit the premises at least once during each shift at each location;

Supervision Plan: Offerors must also clearly describe their organization's approach to guard force supervision. Describe your process for recruiting, selecting, vetting, and training staff who will be providing the services described in Section II Scope of Work.

MagTouch: Offerors should include a detailed description of magtouch or equivalent guard force supervision technology offered.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a contract.

The price of the contract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must submit a detailed budget using the budget template provided in Annex 2. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in HTG.

Because the USAID Reforestation Project is a USAID funded project and is implemented under a bilateral agreement between the Haiti and the U.S. Governments, offerors must not include VAT and customs duties in their cost proposal. USAID has provided an exemption letter to this effect, a copy of which is included in Annex 5.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

I.5. Source of Funding, Authorized Geographic Code, and Source and Origin

Any contract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations.

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Haiti.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.6. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP announcement	23/03/2018
RFP published	23/03/2018
Deadline for written questions	26/03/2018
Answers provided to questions/clarifications	28/03/2018
Proposal submission due date	02/04/2018
Contract award (estimated)	13/04/2018

The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an amendment to this RFP.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Tarseline Bien-Aime no later than 17:00h on March 26, 2018. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the USAID Reforestation Project, or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by 12:00pm on April 2, 2018. Late offers will be considered at the discretion of Chemonics.

Oral Presentations. Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors’ proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the USAID Reforestation Project office within 2 days of receiving notification.

Contract Award (estimated). Chemonics will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

I.7. Validity Period

Offerors’ proposals must remain valid for 90 calendar days after the proposal submission due date as stated in Section I.6.

I.8. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will be decided using the tradeoff process.

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	Guard Program and Training Approach – Does the proposal clearly explain the offerors approach to guard security and guard force training, and give evidence of its effectiveness and ability to respond to the criteria in the Scope of Work?	25 points

	Background check and Vetting Approach – Does the proposal sufficiently describe the offerors methods for conducting background checks and vetting of staff, as required in the Scope of Work?	10 points
	Mobilization Plan – Does the proposal sufficiently describe the offerors approach to hiring, training, and deploying the required services in a timely fashion.	10 points
	Quick Reaction Force Capabilities: Does the proposal detail the offerors’ capacity to respond to security incidents within the Cap Haïtien municipal area, and the wider Nord and Nord-Est regions, as requested in the Scope of Work.	5 points
Total Points – Technical Approach		50 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed guard force supervisors and regional management have necessary experience and capabilities to successfully implement the Scope of Work?	10 points
	Supervision Approach – Does the proposed approach to guard force supervision fulfill the requirements of the Scope of Work.	15 points
	MagTouch or Equivalent Technology Capabilities – Does the proposed approach include magtouch or equivalent guard force supervision technology?	5 points
Total Points – Management		30 points
Corporate Capabilities, Experience, and Past Performance		
	Has the offeror provided three (3) references of past performance of similar work?	5 points
	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	15 points
Total Points – Corporate Capabilities		20 points
Total Points		100 points

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a contract to the offeror whose proposal represents the best value to Chemonics and the USAID Reforestation Project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.9. Negotiations

Best offer proposals are requested. It is anticipated that a contract will be awarded on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, Chemonics reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

I.10. Terms of Contract

This is a request for proposals only and in no way obligates Chemonics to award a contract. In the event of contract negotiations, any resulting contract will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in section III to finalize the contract. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in section III.

I.11. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation.

Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

II.1. Background

Haiti is subject to high levels of street crime, burglary, civil unrest, and random violence which necessitate the use of 24-hour armed protective services on all Chemonics' premises, including the project office, 8 Route Nationale #1, Gerard Massuci Village, Breda, Cap-Hatien, Haiti, Project Director Residence, 8, Rue des Parents, Vaudreuil, Plaine-du-Nord, Haiti and possibly other expatriate staff residences. The Contractor shall provide and install security mirrors at the entryways to all premises, and a static guard force to provide armed guard services at the URP Office and residences for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard—, and one 12-hour shift of two (2) armed guards— during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

II.2. Scope of Work

A. Armed Guard Services

Requirements: Supplier shall ensure its guards assigned to the locations for a period beginning o/a April, 15, 2018 to August 31, 2022 meet the following minimum service standards and qualifications:

- Fully fluent in French and Creole and able to produce written reports upon request.
- At least 5 years of previous experience as a security guard in Haiti protecting staff, materials, and structures against common risks (as evidenced by resume / work history)
- Certified, trained, and licensed in accordance with local laws to carry and use a weapon (Contractor shall certify that the guard meets local requirements)
- Trained in static guard operations including security tactics, access control, and personnel and vehicle searches (Contractor shall be able to provide details of completed guard training as requested by Chemonics)
- Positive reference checks (Contractor shall be able to provide evidence of vetting process as requested by Chemonics) and fully vetted to ensure a clean record by request a certificate of “bonne vie et moeurs” from the Direction Centrale de la Police Judiciaire (DCPJ), including:
 - Must not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease unless a court of competent jurisdiction has since declared the applicant competent
 - Must not have been convicted of any felony or misdemeanor (Supplier shall certify that all staff working under this Contract has a clean criminal background check)
 - Must not be suffering from alcohol or narcotics addiction or dependence (Supplier shall certify that all staff working under this Contract has a clean drug screening)
- Physically fit to perform all job functions to include lift, move, and carry objects weighing 25kg unimpeded and without assistance; standing for long periods of time, walk, run, jump, and climb unimpeded and without assistance; ability to distinguish basic colors, distinguish depth, and see clearly at night and in lowlight (Contractor shall ensure that personnel are medically fit to perform the functions of the job)
- In possession of National Identity Cards issued by the Government of Haiti (Contractor shall be able to provide personnel identification as requested by Chemonics)

Functions: Guards shall be equipped and prepared to complete the following tasks:

- Reporting of suspicious vehicles and/or persons to Chemonics;
- Monitoring, recording and reporting of observations at assigned posts;
- Completion of rounds of assigned areas at least twice per hour;
- Maintenance of an entry/exit log that tracks the arrivals and departures of staff and guests and issuing guest badges as required by the project;
- Maintenance of a 24-hour duty log of unusual activity and reports unusual activity to the Chemonics senior leadership team;
- Physical examination of visitors and their possessions to detect unauthorized items or weapons;
- Inspection of vehicle, packages, and individuals;
- Discovery, prevention and detainment - when authorized by law - persons attempting or having gained entry to the Chemonics controlled property;
- Summoning of local fire department and assisting in evacuation of personnel in the event of a fire;
- Summoning of professional assistance for individuals who become injured or ill while in buildings or on property under control of USAID Reforestation project;
- Reporting of potentially hazardous conditions and items in need of repair;
- Provision of emergency response to situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations;
- Knowledge and understanding of emergency drill procedures applicable at each post. These procedures should be posted on the wall, detailing guard duties and responsibilities.

Equipment: Guards shall be equipped and supplied, at a minimum, with the following individual equipment:

- Work uniform(s) sufficient to maintain professional dress and appearance for all guards
- Work boots (ankle-height)
- Weapon for armed guards (12-gauge shotguns and/or pistols; Contractor shall provide licenses)
- Baton / nightstick
- Whistle
- Flashlight and spare batteries
- Two-way radio and spare battery
- Mobile / cellular telephone (including airtime / phone credit)

Rotations: The Contractor shall not schedule any security staff in excess of 12 hours per day. Each Contractor staff shall also not work more than 5 days in a row (sequentially) before having a full 24 hour period of rest, and must have off no less than 8 hours between shifts.

Quick Response Capabilities: Guards must be in regular communication with a control room that operates 24/7, with the capacity to send a Quick Reaction Force (QRF) for emergency response to a range of incidents of security incidents at residences. QRF must be able to respond to a security incident on the various sites in less than 20 minutes in accordance with a proven rapid response protocol. Immediate response teams must be trained in incident management and emergency response. The QRF must comply with all local laws and be able to liaise, as required, with local law enforcement.

Policy on Use of Deadly Force: Chemonics will go by the Contractor's policy regarding Use of Deadly Force as provided by the Contractor in writing upon contract award.

Oversight: The Offeror should describe its management approach to ensure security personnel presence at the project premises, included all required monitoring and oversight to ensure that guards at the their posts and performing their duties as required. Chemonics recommends use of Mag Touch technology, or similar, to ensure proper completion of guard tour patrols.

B. Supply and Installation of Security Guard Mirrors:

Requirements: Supplier shall provide the following services at the project locations specified above:

- Supply and installation of “Mag Touch” or the equivalent to monitor guard patrol; Mag Touch is a guard tour patrol management system consisting of small magnets that can be placed at strategic intervals around a property. A hand held device can be programmed to register these magnets at regular interval. As such, a guard must complete property rounds and log in at each magnet to have it registered on the hand held device. The information can then be downloaded for remote and in person supervision of the guard services.
- Supply and installation of mounted security mirrors at entry points at each location (2 in the office and 2 in the residence) to summon emergency responders

II.3. Deliverables

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

Deliverable No. 1: Supply and installation of two (2) security mirrors at two entrances (2) of the Project Office.

Deliverable No. 2: Supply and installation of two (2) security mirrors at two entrances (2) of the Project Chief of Party Residence.

Deliverable No. 3: Monthly supply of armed guard services at USAID Reforestation Project Office, 8 Route Nationale #1, Gerard Massuci Village, Breda, Cap-Hatien, Haiti

The Contractor shall provide a static guard force comprised of armed guard services at the URP Office for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard—, and one 12-hour shift of two (2) armed guards—during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

Deliverable No. 3: Monthly supply of armed guard services at URP Project Director Residence, 8, Rue des Parents, Vaudreuil, Plaine-du-Nord, Haiti

The Contractor shall provide a static guard force comprised of armed guard services at this URP for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard, and one 12-hour shift of two (2) armed guards—during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

Deliverable No. 4: Monthly supply of armed guard services at URP Operations Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.

The Contractor shall provide a static guard force comprised of armed guard services at this URP Residence for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard, and one 12-hour shift of one (1) armed guard during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

Deliverable No. 5: Monthly supply of armed guard services at URP Environmental Compliance Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.

The Contractor shall provide a static guard force comprised of armed guard services at this URP Residence for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard, and one 12-hour shift of one (1) armed guard —during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

II.4. 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	Supply and installation of security mirrors at two entrances (2) of the Project Office, 8, rue Gerald Massuci, Village Breda, Babiole, Cap-Haitien, Haiti	5 days after contract signing
2	Supply and installation of security mirrors at two entrances (2) of the Project COP Residence, 8, Rue des Parents, Vaudreuil, Plaine-du-Nord, Haiti	5 days after contract signing
3	Monthly supply of armed guard services at Project Environmental Compliance Specialist Residence	Estimated delivery date starting April 30, 2018
4	Monthly supply of armed guard services at URP Operations Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.	Estimated delivery date starting April 30, 2018
5	Monthly supply of armed guard services at URP Environmental Compliance Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.	Estimated delivery date starting April 30, 2018

6	Supply and installation of security mirrors at two entrances (2) of the TBD Project Residence similar to residence as described in Deliverables Nos. 4.	Estimated delivery date starting April 30, 2018
7	TBD Supply and installation of security mirrors at two entrances (2) of the TBD Project Residence similar to residence as described in Deliverables Nos. 5.	Estimated delivery date starting April 30, 2018

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

Section III Fixed Price Contract (Terms and Clauses)

FIXED PRICE CONTRACT

Between

**CHEMONICS INTERNATIONAL INC.
1717 H St. NW
Washington, DC 20006**

And

Name of Contractor
Contractor address

TAX ID # (for U.S. firms)

Hereafter referred to as the Contractor

For

Name of Cooperative Agreement
Cooperative Agreement No. (insert CA number here)

Effective Date: *(insert date here)*

Total Fixed price: *(insert amount here – local contracts must be in local currency)*

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Section S	Waiver, Entirety of Agreement, Severability and Miscellaneous
Section T	Other Applicable Clauses

This Agreement, which shall constitute a contract (“Contract”) between Chemonics International Inc, (“Chemonics”), a for profit organization organized and existing under the laws of Delaware, having its principal place of business at 1717 H Street, NW, Washington, DC, 20006, and Name of Contractor, Contractor Address (“Contractor”). The Contractor 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 fixed price contract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized signing officers.

For
Chemonics Internatioanl Inc.

For
[Name of Contractor]

By: *(insert name of RMD SVP, or insert*

By: _____

Title: *(insert title)*

Title: _____

Date: _____

Date: _____

Place _____

Place Signed: _____ Signed: _____

Section A. Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

The USAID Reforestation Project is a program funded by the U.S. Agency for International Development (USAID) in Haiti, implemented by Chemonics International Inc. USAID Reforestation Project, based in Cap Haitien, is designed to address environmental degradation and loss of tree cover in the North and North East departments of Haiti. The project will support interventions to:

- Reduce the threat of deforestation
- Improve environmental governance and coordination
- Increase tree cover in targeted areas
- Improve resilience to economic and natural shocks

The project will plant over 4 million trees, convert 15,000 hectares of deforested land to agroforestry, and conserve more than 1,000 hectares of mangrove forest.

A.2. Scope of Work

Background: Haiti is subject to high levels of street crime, burglary, civil unrest, and random violence which necessitate the use of 24-hour armed protective services on all Chemonics' premises. The Contractor shall provide a static guard force to provide armed guard services at the URP Office and residences for 24 hours per day, 7 days per week. This will comprise one 12-hour day-shift of one (1) armed guard—, and one 12-hour shift of two (2) armed guards—during the night. Guards must be qualified to provide static security services, to which include the duties of securing the main gate and office/residence entry points, managing access control protocols as directed by management, conducting roving patrol of the premises and perimeter, reporting suspicious activities and other potential safety and security threats, and responding to security incidents in accordance with designated standard operating procedures (SOPs).

Under this scope of work, the Contractor shall be responsible for the following tasks:

A. Supply of Armed Guard Services

Requirements: Supplier shall ensure its guards assigned to the locations meet the following minimum service standards and qualifications:

- Fully fluent in French and Creole and able to produce written reports upon request.
- At least 5 years of previous experience as a security guard in Haiti protecting staff, materials, and structures against common risks (as evidenced by resume / work history)
- Certified, trained, and licensed in accordance with local laws to carry and use a weapon (Contractor shall certify that the guard meets local requirements)
- Trained in static guard operations including security tactics, access control, and personnel and vehicle searches (Contractor shall be able to provide details of completed guard training as requested by Chemonics)
- Positive reference checks (Contractor shall be able to provide evidence of vetting process as requested by Chemonics) and fully vetted to ensure a clean record by request a certificate of “bonne vie et moeurs” from the Direction Centrale de la Police Judiciaire (DCPJ), including:
 - Must not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease unless a court of competent jurisdiction has since declared the applicant competent
 - Must not have been convicted of any felony or misdemeanor (Supplier shall certify that all staff working under this Contract has a clean criminal background check)
 - Must not be suffering from alcohol or narcotics addiction or dependence (Supplier shall certify that all staff working under this Contract has a clean drug screening)
- Physically fit to perform all job functions to include lift, move, and carry objects weighing 25kg unimpeded and without assistance; standing for long periods of time, walk, run, jump, and climb unimpeded and without assistance; ability to distinguish basic colors, distinguish depth, and see clearly at night and in lowlight (Contractor shall ensure that personnel are medically fit to perform the functions of the job)
- In possession of National Identity Cards issued by the Government of Haiti (Contractor shall be able to provide personnel identification as requested by Chemonics)

Functions: Guards shall be equipped and prepared to complete the following tasks:

- Reporting of suspicious vehicles and/or persons to Chemonics;
- Monitoring, recording and reporting of observations at assigned posts;
- Completion of rounds of assigned areas at least twice per hour;

- Maintenance of an entry/exit log that tracks the arrivals and departures of staff and guests and issuing guest badges as required by the project;
- Maintenance of a 24-hour duty log of unusual activity and reports unusual activity to the Chemonics senior leadership team;
- Physical examination of visitors and their possessions to detect unauthorized items or weapons;
- Inspection of vehicle, packages, and individuals;
- Discovery, prevention and detainment - when authorized by law - persons attempting or having gained entry to the Chemonics controlled property;
- Summoning of local fire department and assisting in evacuation of personnel in the event of a fire;
- Summoning of professional assistance for individuals who become injured or ill while in buildings or on property under control of USAID Reforestation project;
- Reporting of potentially hazardous conditions and items in need of repair;
- Provision of emergency response to situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations;
- Knowledge and understanding of emergency drill procedures applicable at each post. These procedures should be posted on the wall, detailing guard duties and responsibilities.

Equipment: Guards shall be equipped and supplied, at a minimum, with the following individual equipment:

- Work uniform(s) sufficient to maintain professional dress and appearance for all guards
- Work boots (ankle-height)
- Weapon for armed guards (12-gauge shotguns and/or pistols; Contractor shall provide licenses)
- Baton / nightstick
- Whistle
- Flashlight and spare batteries
- Two-way radio and spare battery
- Mobile / cellular telephone (including airtime / phone credit)

Rotations: The Contractor shall not schedule any security staff in excess of 12 hours per day. Contractor staff shall also not work more than 5 days in a row (sequentially) before having a full 24 hour period of rest, and must have off no less than 8 hours between shifts.

Adjustments: Upon Chemonics request, the Contractor must be able to increase or decrease the number of guards on duty within 48 hours of the request being ordered by Chemonics in writing through the changes clause described in Section A.4.

Quick Response Capabilities: Guards must be in regular communication with a control room that operates 24/7, with the capacity to send a Quick Reaction Force (QRF) for emergency response to a range of incidents of security incidents at residences. QRF must be able to respond to a security incident on the various sites in less than 20 minutes in accordance with a proven rapid response protocol. Immediate response teams must be trained in incident management and emergency response. They should comply with all local laws and be able to liaise, as required, with local law enforcement.

Policy on Use of Deadly Force: Chemonics will go by the Contractor's policy regarding Use of Deadly Force as provided by the Contractor in writing upon contract award.

Oversight: The Offeror should have an established management approach to ensure security personnel presence at the project premises, included all required monitoring and oversight to ensure that guards at

the their posts and performing their duties as required. Chemonics recommends use of Mag Touch technology, or similar, to ensure proper completion of guard tour patrols.

B. Supply and Installation of Security Guard Mirrors:

Requirements: Supplier shall provide the following services at the project locations specified above:

- Supply and installation of “Mag Touch” or the equivalent to monitor guard patrol; Mag Touch is a guard tour patrol management system consisting of small magnets that can be placed at strategic intervals around a property. A hand held device can be programmed to register these magnets at regular interval. As such, a guard must complete property rounds and log in at each magnet to have it registered on the hand held device. The information can then be downloaded for remote and in person supervision of the guard services.
- Supply and installation of mounted security mirrors at entry points at each location (2 in the office and 2 in the residence) to summon emergency responders

A.3. Deliverables

The Contractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1: Supply and Installation of Security Guard Mirrors

Deliverable No. 2: Monthly Supply of Armed Guard Services

A.4. Deliverables Schedule

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

Deliverable Number	Deliverable Name	Due Date
1	Supply and installation of security mirrors at two entrances (2) of the Project Office, 8, rue Gerald Massuci, Village Breda, Babiole, Cap-Haitien, Haiti	5 days after contract signing
2	Supply and installation of security mirrors at two entrances (2) of the Project COP Residence, 8, Rue des Parents, Vaudreuil, Plaine-du-Nord, Haiti	5 days after contract signing
3	Monthly supply of armed guard services at Project Environmental Compliance Specialist Residence	Estimated delivery date starting April 30, 2018
4	Monthly supply of armed guard services at URP Operations Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.	Estimated delivery date starting April 30, 2018
5	Monthly supply of armed guard services at URP Environmental Compliance Specialist Residence of a generally similar size, physical configuration, and location as Deliverable No. 3.	Estimated delivery date starting April 30, 2018
6	Supply and installation of security mirrors at two entrances (2) of the TBD Project Residence similar to residence as described in Deliverables No. 4.	Estimated delivery date starting April 30, 2018
7	TBD Supply and installation of security mirrors at two entrances (2) of the TBD Project Residence	Estimated delivery date starting April 30, 2018

	similar to residence as described in Deliverables No. 5.	
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*Deliverable numbers and names refer to those fully described in Section A.3, above.

Section B. Reporting and Technical Direction

The Contractor shall render the services and produce the deliverables stipulated in Section A, above, under the general technical direction of Operations Specialist, or his/her designee. The deliverables set forth in Section A above shall be delivered to Cassandre Dupont, Operations Specialist in accordance with the schedule stipulated therein.

Section C. Period of Performance

The effective date of this Contract is (fill in date when work must begin, not earlier than signature date), and the completion date is (fill in date). The Contractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to Cassandre Dupont, in accordance with the schedule stipulated therein.

In the event that the Contractor fails to make progress so as to endanger performance of this Contract, or is unable to fulfill the terms of this Contract by the completion date, the Contractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this Contract as stipulated in Section D, Changes, Stop Work and Termination.

Section D. Changes, Stop Work and Termination

Chemonics may order changes in the scope of work above. Any change in the Contractor's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this Contract.

Chemonics may at its sole discretion ask the winning offeror to provide additional guard services should the need arise during the period of performance of the resulting subcontract. The offeror will be expected to provide the additional services at the agreed upon prices stated in the resulting subcontract.

Notwithstanding any other provision hereof, Chemonics may, by written notice to Contractor, order that work be stopped or otherwise suspend all or any portion of the services. Contractor shall stop all such services immediately upon receipt of Chemonics' stop work order and shall promptly resume the services after receipt of direction from Chemonics to proceed.

Chemonics reserves the unilateral right to terminate this Contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress. Any termination shall be made in writing to the Contractor. In the event of a dispute over a determination made by Chemonics regarding the amount to be paid, if any, to Contractor because of the termination, the dispute shall be addressed in accordance with the Dispute provisions of this Contract.

Section E. Contract fixed price, Invoicing and Payment

E.1. Contract fixed price

In consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Contractor a total of HTG XXXXX. This figure represents the total price of this Contract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section E.3, below, after Contractor'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	Supply and Installation of Security Guard Mirrors
3. \$XX,XXX	Monthly Supply of Armed Guard Services – April, 2018
4. \$XX,XXX	Monthly Supply of Armed Guard Services – May, 2018
5. \$XX,XXX	Monthly Supply of Armed Guard Services – June, 2018
6. \$XX,XXX	Monthly Supply of Armed Guard Services – July, 2018
7. \$XX,XXX	Monthly Supply of Armed Guard Services – August, 2018
8. \$XX,XXX	Monthly Supply of Armed Guard Services – September, 2018
9. \$XX,XXX	Monthly Supply of Armed Guard Services – October, 2018
10. \$XX,XXX	Monthly Supply of Armed Guard Services – November, 2018
11. \$XX,XXX	Monthly Supply of Armed Guard Services – December, 2018
12. \$XX,XXX	Monthly Supply of Armed Guard Services – January, 2019
13. \$XX,XXX	Monthly Supply of Armed Guard Services – February, 2019
14. \$XX,XXX	Monthly Supply of Armed Guard Services – March, 2019
15. \$XX,XXX	Monthly Supply of Armed Guard Services – April, 2019
16. \$XX,XXX	Monthly Supply of Armed Guard Services – May, 2019
17. \$XX,XXX	Monthly Supply of Armed Guard Services – June, 2019
18. \$XX,XXX	Monthly Supply of Armed Guard Services – July, 2019
19. \$XX,XXX	Monthly Supply of Armed Guard Services – August, 2019

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

E.2. Invoicing

Upon Ms. Dupont’s acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Contractor shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of Cassandre Dupont, Operations Specialist, USAID Reforestation Project, and shall include the following information: a) contract number, b) deliverables delivered and accepted, c) total amount due in HTG, per Section E.1., above; and d) payment address/bank account number.

E.3. Payment

Chemonics will pay the Contractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Contractor’s deliverables, and b) Chemonics’ receipt of the Contractor’s invoice. Payment will be made in HTG, paid to the account specified in the Contractor’s invoice.

E.4. Expenses and Liabilities

Contractor understands that Chemonics will not reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by Chemonics.

Section F. Force Majeure

For the purposes of this Agreement, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a either party—that is, either Chemonics or the Contractor—and which makes a Party’s performance of its obligations under the contract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such

Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

In the event that the Force Majeure event causing a delay or inability to perform continues for more than thirty (30) days after written notification, either party may terminate this Agreement immediately upon written notice to the other party.

Section G. Intellectual Property Rights

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this Contract will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that the Contractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this Contract, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the Contract. The Contractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

Section H. Proprietary and Confidential Information

The Contractor acknowledges that, in performing this Contract, Chemonics may be required to make available to Contractor certain information deemed to be Proprietary and Confidential information ("Proprietary Information"). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

Contractor hereto agrees not to disclose such Proprietary Information to unauthorized parties. Receiving parties shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Contract. Each Party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Contract. Except as required in the performance of this Contract, neither this Contract nor the furnishing of any information hereunder by Chemonics shall grant Contractor, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this clause shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Contractor shall return all Proprietary Information to Chemonics upon its request or upon termination of this Contract, whichever occurs first. Contractor shall have the right to retain an index of the Proprietary Information for its internal records, subject to Contractor's continued compliance with the

restrictions and obligations set forth in this section. This section shall survive termination of this Contract.

Section I. Indemnity and Contractor Waiver of Benefits

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

- (1) the acts or omissions of Contractor, its employees, officers, directors, agents or its contractors;
- (2) injury or death to persons, including officers, directors, employees, agents and contractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this contract except to the extent that such damage is due to the negligence of Chemonics;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Contractor, as authorized hereunder; or false claims submitted by Contractor or its contractors under this contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

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

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

- (1) to procure for Chemonics the right to continue use and, if authorized under this contract, distribution of the infringing goods or services or,
- (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Contractor shall refund to Chemonics all monies paid Contractor for the infringing goods and services.

Section J. Compliance with Applicable Laws and Standards

The Contractor shall perform all work with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Haiti and its political subdivisions and with the standards of relevant licensing boards and professional associations.

SECTION L. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section K. Protecting Chemonics' Interests when Contractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive US Government Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

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

- (a) the Contractor 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) US Government determines that the Contractor is ineligible to receive US Government funding pursuant to U.S. laws and regulations; or
- (c) the Contractor 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 Contract, upon such termination the Contractor shall have no right to receive any further payments.

(a) Governing Law. This contract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Contract ("Dispute") that is covered by (b) above.

(1) Negotiation. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

(2) Executive Consultation. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Contractor, such designee shall be an Executive Director or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the

claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) **Arbitration.** Any controversy or claim between the Parties arising out of or relating to this Contract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(c) Notwithstanding any other term of this contract, Contractor has no right to submit claims directly to US Government.

(d) **Obligation to perform work.** Contractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

Section M. Organizational Conflicts of Interest

To preclude or mitigate any potential conflicts of interest, Contractor 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 N. Kickbacks, Illegal Payments to Foreign Officials and Fraudulent Activity

(a) **Definitions.**

Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics or any of its employees, the Contractor or Contractor employees, or vendors in any way related to the performance or subsequent activities of this Contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Contract.

Illegal payments to Foreign Officials, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

Fraudulent Activity refers to any misrepresentation of facts made by the Contractor or Contractor employees in order to influence the selection process, the execution, or the payment of a Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Chemonics of the benefits of free and open competition.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Contractor employee, as used in this clause, means any officer, partner, employee, or agent of the Contractor.

(b) **Prohibition Against Kickbacks.**

Chemonics does not engage in or tolerate kickbacks or other forms of bribery. The Contractor and its employees, whether directly or indirectly engaged in the performance of this Contract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or

including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to Chemonics.

(c) Prohibition Against Illegal Payments to Foreign Officials.

Chemonics does not engage in or tolerate illegal payments to foreign officials. Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), and the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related and implementing legislation that may be applicable to this Contract, Contractor certifies, warrants and represents that:

- (1) It will not make, authorize, or offer any payment, or will not give, authorize the giving of, or offer anything of value, directly or indirectly, with respect hereto or otherwise,
 - (i) To any official or employee of any government, state-owned enterprise, or international organization,
 - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
 - (iii) To any political party or to any person known to be a candidate for any office in any government,

In order to

- (i) Influence any act or decision in any such person's official capacity;
- (ii) Induce any such person to violate a lawful duty, or;
- (iii) Induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

(d) Prohibition Against Fraudulent Activity

Chemonics does not engage in or tolerate fraudulent activity in any of its business practices. The Contractor certifies, warrants and represents that it will not make any misrepresentation of facts to Chemonics in order to influence the selection process, the execution or the payment of this Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors.

(e) Reporting and Cooperation.

When the Contractor has reasonable grounds to believe that a violation described in the paragraph above of this provision may have occurred, the Contractor shall promptly report the possible violation in writing to Chemonics. Failure to do so shall be considered a material breach of this Contract. The Contractor further agrees to cooperate fully with any United States Government agency investigating any possible violation described in this clause.

(f) Remedies.

Notwithstanding any other provision in this Contract, non-compliance with this Section shall be considered a material breach of this contract. Chemonics reserves the right to terminate this Contract, upon written notice, if it determines in its sole discretion that Contractor is in breach of this Section (see Section D, Changes, Stop Work and Termination).

Chemonics may offset the amount of any illegal payments against any monies owed by Chemonics under this Contract or order the monies withheld from future payments due the Contractor.

SECTION Q. ASSIGNMENT AND DELEGATION
Section Q. Terrorist Financing Prohibition

The Contractor is reminded that U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Contractor must abide by these Executive Orders and laws. In addition to any other rights provided under this Contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time if the Contractor is found to have engaged in transactions which violate these laws. Upon such termination the Contractor shall have no right to any further payments following the notice of termination given by Chemonics to the Contractor.

Section P. Set-Off Clause

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

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

Section R. Contractor Performance Standards

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

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

(c) Chemonics will use a variety of mechanisms to stay abreast of the Contractor's performance under the contract, and of general progress toward attainment of the contract objectives.

Section S. Waiver, Entirety of Agreement, Severability and Miscellaneous

(a) This Contract embody 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 Contract shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract 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 Contract, and any SOWs issued hereunder, 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 Contract 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 Contract.
- (c) In the event that any court of competent jurisdiction determines that any provision, or any portion thereof, contained in this Contract is 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 deems any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Contract are for convenience only and shall not affect the meaning or interpretation of this Contract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed to the contrary in writing: (i) the failure of any party at any time to require performance by the other of any provision of this Contract 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 Contract 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 Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Contract 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 T. Other Applicable Clauses

This contract the following clauses by reference, with the same force and effect as if they were given in full text. In some cases, the location of the full text is provided below.

(a) Worker's Compensation Insurance

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

(b) Mandatory Standard provisions for non-US Nongovernmental Organizations:

- a) USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)
- b) Marking and Public Communications Under USAID Funded Assistance (December 2014)

- c) Preventing Terrorist Financing (August 2013)
- d) Trafficking in Persons (April 2016) (a)(1)-(4)
- e) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- f) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- g) Child Safeguarding (a) and (b) (June 2015)
- h) Mandatory Disclosures (July 2015)
- i) Nondiscrimination against beneficiaries (November 2016)

The full text of terms and conditions may be accessed electronically at this address:

<https://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf>

(b) Required As Applicable Standard Provisions [TBD further at award stage]

Required As Applicable Standard Provision	
RAA1. NEGOTIATED INDIRECT COST RATES – PREDETERMINED (DECEMBER 2014)	
RAA2. NEGOTIATED INDIRECT COST RATES – PROVISIONAL (Nonprofit) (DECEMBER 2014)	
RAA3. NEGOTIATED INDIRECT COST RATE – PROVISIONSAL (Profit) (DECEMBER 2014)	
RAA4. EXCHANGE VISITORS AND PARTICIPANT TRAINING (JUNE 2012)	
RAA5. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)	
RAA6. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (APRIL 1998)	
RAA7. CARE OF LABORATORY ANIMALS (MARCH 2004)	
RAA8. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE) (NOVEMBER 1985)	
RAA9. COST SHARING (MATCHING) (FEBRUARY 2012)	
RAA10. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)	
RAA11. INVESTMENT PROMOTION (NOVEMBER 2003)	
RAA12. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)	
RAA13. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)	
RAA14. CONSCIENCE CLAUSE IMPPEMENTATION (ASSISTANCE) (FEBRUARY 2012)	
RAA15. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)	
RAA16. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)	
RAA17. USAID DISABILITY POLICY – ASSISTANCE (DECEMBER 2004)	
RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)	

RAA19. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)	
RAA20. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)	
RAA21. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUND TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)	
RAA22. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (JULY 2015)	
RAA23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (DECEMBER 2014)	
RAA24. PATENT REPORTING PROCEDURES (DECEMBER 2014)	
RAA25. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)	
RAA26. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)	
RAA27. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APRIL 2016)	

(e) Debarment, Suspension, Ineligibility, and Voluntary exclusion.
 The contractor hereby certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

Annex 1 Cover Letter

[Offeror: Insert date]

Tarseline Bien-Aime
Procurement Coordinator
USAID Reforestation Project
Chemonics Foundation Haiti
8, Rue Gerard Massuci, Village Breda, Babirole, Cap Haitien, Haiti

Reference: Request for Proposals 001

Subject: [Offeror: Insert name of your organization]'s technical and cost proposals

Dear Mr./Mrs. Dupont:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above- referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization's Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
DUNS Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 90 calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the RFP.:

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Evidence of Responsibility Statement.

Sincerely yours,

Signature
[Offeror: Insert name of your organization's representative]
[Offeror: Insert name of your organization]

Annex 2 Creating a Financial Proposal for a Fixed Price Contract

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the contract will be funded under a United States government-funded project, it is important that all offerors' budgets conform to this standard format. It is thus recommended that offerors follow the steps described below. Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable (See Section II.4 above) as described in the scope of work (SOW) provided in Section II above. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using the spreadsheet template below and submit in either MS Word or MS Excel. The budget period should follow the technical proposal period.

Budget Template

Offerors should complete the budget line items accordingly in response to the technical and cost requirements of this RFP. VAT must not be included in this cost proposal.

USAID Reforestation Project
 Armed Guard Services Budget Proposal

Offeror's Name: _____

RFT TITLE: ARMED GUARD SECURITY SERVICES

RFP #:RFP-OPS-001

#	Item	Description	Unit	Offered Unit Price (HTG)	Quantity	Total Price (HTG)	Total Price
1	Supply and installation of security guards mirrors* at USAID Reforestation project Office: 8, Rue Gerard Massuci, Village Breda, Babiole, Cap Haitien, Haiti	mounted mirror at entrypoints	mirror		2 mirrors		
2	Supply and installation of security guards mirrors at USAID Reforestation project Office: 8, Rue Des Parents – Vaudreuil, Cap-Haitien, Haiti	mounted mirror at entrypoints	mirror		2 mirrors		
3	Monthly armed Guard Services with mag touch or similar guard monitoring technology for the USAID Reforestation Office : 8, Rue Gerard Massuci, Village Breda, Babiole, Cap Haitien, Haiti	One (1) armed security guard during the day	guard/month		24 Months		
		Two (2) armed security guards during the night	guard/month		24 Months		
4	Monthly armed Guard Services with mag touch or similar guard monitoring technology for the USAID Reforestation Residence which is TBD at a later time, but based generally on a location that is similar in size and configuration to Item 3 above (A : 8, Rue Des Parents – Vaudreuil Cap-Haitien, Haiti)	One (1) armed security guard during the day	guard/month		24 Months		
		One (1) armed security guard during the night	guard/month		24 Months		
5	Armed Guard Services with mag touch or similar guard monitoring technology for the USAID Reforestation Residence which is TBD, but generally based on a location that is similar in size and configuration to Item 3 above (A : 8, Rue Des Parents – Vaudreuil, Cap-Haitien, Haiti)	One (1) armed security guard during the day	guard/month		24 Months		
		One (1) armed security guard during the night	guard/month		24 Months		
7	Supply and installation of security mirrors* at two entrances (2) of the TBD Project Residence similar to residence described under Deliverable No. 4.	mounted mirror at entrypoints	mirror		2 mirrors		
	Supply and installation of security mirrors* at two entrances (2) of the TBD Project Residence similar to residence described under Deliverable No. 4.	mounted mirror at entrypoints	mirror		2 mirrors		
Subtotal							
Other costs (Describe: _____)							
Grand Total (Currency:HTG)							

Annex 3 Required Certifications

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

DUNS Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company (Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at <http://fedgov.dnb.com/webform>. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP-OPS-001.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRs.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total

compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, **Company Name** certifies as follows:

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?

Yes No

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

Yes No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

Yes No

- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is (Instructions: Offeror should describe their record. Text could include example such as the following to describe their record: "outstanding, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal."

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

(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

7. Equipment and Facilities

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

8. Eligibility to Receive Award

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID.)

9. Commodity Procurement

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

10. Cognizant Auditor

(Instructions: Offeror should provide Name, address, phone of their auditors – whether it is a government audit agency, such as DCAA, or an independent CPA.)

11. Acceptability of Contract Terms

(Instructions: Offeror should state its acceptance of the proposed contract terms.)

12. Recovery of Vacation, Holiday and Sick Pay

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

13. Organization of Firm

(Instructions: Offeror should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____

Annex 4**DUNS and SAM Registration Guidance****What is DUNS?**

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

Why am I being requested to obtain a DUNS number?

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Chemonics is required to report contracts with an award valued at greater than or equal to \$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of \$25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses DUNS numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding DUNS number.

Is there a charge for obtaining a DUNS number?

No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

How do I obtain a DUNS number?

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

What information will I need to obtain a DUNS number?

To request a DUNS number, you will need to provide the following information:

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location

- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a DUNS number?

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

Are there exemptions to the DUNS number requirement?

There may be exemptions under specific prime contracts, based on an organization's previous fiscal year income when selected for a contract award, or Chemonics may agree that registration using the D&B web form process is impractical in certain situations. Organizations may discuss these options with the Chemonics representative.

What is CCR/SAM?

Central Contractor Registration (CCR)—which collected, validated, stored and disseminated data in support of agency acquisition and award missions—was consolidated with other federal systems into the System for Award Management (SAM). SAM is an official, free, U.S. government-operated website. There is NO charge to register or maintain your entity registration record in SAM.

When should I register in SAM?

While registration in SAM is not required for organizations receiving a grant under contract, subcontract or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the organization meets the following criteria requiring executive compensation reporting in accordance with the FFATA regulations referenced above. SAM.gov registration allows an organization to directly report information and manage their organizational data instead of providing it to Chemonics. Reporting on executive compensation for the five highest paid executives is required for a qualifying subaward if in your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs):

- (1) received 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; **and**,
- (3) The public have **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at <https://www.sam.gov>. There is NO fee to register for this site.

Why should I register in SAM?

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs) received (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; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

By registering in SAM, you gain the ability to bid on federal government contracts. Your registration does not guarantee your winning a government contract or increasing your level of business. Registration is simply a prerequisite before bidding on a contract. SAM also provides a central storage location for the registrant to supply its information, rather than with each federal agency or prime contractor separately. When information about your business changes, you only need to document the change in one place for every federal government agency to have the most up-to-date information.

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

Follow the step-by-step guidance for contracts registrations at:

https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

You must have a Data Universal Numbering System (DUNS) number in order to begin either registration process.

If you already have the necessary information on hand (see below), the online registration takes approximately one hour to complete, depending upon the size and complexity of your business or organization.

What data is needed to register in SAM?

SAM registrants are required to submit detailed information on their company in various categories. Additional, non-mandatory information is also requested. Categories of required and requested information include:

* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.

* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.

* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. * Electronic Data Interchange (EDI) Information* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

Annex 5 VAT Waiver



Ministère des Affaires Étrangères et des Cultes

PR/3092

Le Ministère des Affaires Étrangères présente ses compliments à la Représentation de l'Agence Américaine de Développement International en Haïti (USAID/Haïti) et a l'honneur d'accuser réception de sa note du 30 octobre 2017 relative au Projet intitulé "Reforestation" exécuté par l'organisation Chemonics.

La Chancellerie remercie l'USAID de cette communication qui a retenu sa meilleure attention et l'informe que ledit projet a été ajouté à la liste des projets bénéficiant de l'exonération des taxes liées aux achats y afférents.

Le Ministère des Affaires Étrangères saisit l'occasion pour renouveler à la Représentation de l'Agence Américaine de Développement International en Haïti (USAID/Haïti) l'assurance de sa haute considération.

Port-au-Prince, le 1^{er} décembre 2017

**REPRESENTATION DE L'AGENCE AMERICAINE
DE DEVELOPPEMENT INTERNATIONAL
EN HAÏTI (USAID/HAÏTI).-**

SP/sp