



## REQUEST FOR QUOTATIONS (RFQ) TEMPLATE

RFQ Number: PSM-OPS-2208

Issuance Date: November 30, 2022

Deadline for Offers: **December 9th, 2022**

Description: Lease of NIJ Level III Ballistic Vests

For: Global Health Supply Chain Program (GHSC) – Procurement and Supply Management (PSM)

Funded By: United States Agency for International Development (USAID), Contract No. AID-OAA-I-15-00004; Task Order No. AID- OAA-TO-15-00007; AID-OAA-TO-15-000010, and AID-OAA-TO-16-00018

Implemented By: Chemonics Foundation Haiti

Point of Contact: [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org)

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

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <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 RFQ must include the following as part of the proposal submission:

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

Please contact [fdguillaume@ghsc-psm.org](mailto:fdguillaume@ghsc-psm.org) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Headquarters office through the contact information listed on the website found at the hyperlink above.

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

1. **Introduction:** The Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) Project is a USAID program implemented by Chemonics Foundation Haiti in Haiti. The goal of the GHSC-PSM is to ensure uninterrupted supplies of health products in support of U.S government-funded public health initiatives. As part of project activities, GHSC-PSM requires long term leasing 12 ballistic vests for a proposed 6 to 12-month lease to support the safety and security of PSM Haiti staff. The purpose of this RFQ is to solicit quotations for these services.

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

2. **Offer Deadline and Protocol:** Offers must be received no later than **4:00 PM** local Haiti time on **December 9th, 2022**, by email to [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org).

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

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **4:00PM** local Haiti time on **December 5th, 2022**, by email to [PSMHaiticontract@ghsc-psm.org](mailto:PSMHaiticontract@ghsc-psm.org). Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

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

4. **Scope of Work:** Please see Section 3 for the Scope of Work.
5. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Prices must be inclusive of the following costs: salaries, fringe, overhead costs, equipment maintenance (including potential damages during use under this contract), and routine testing/inspections, fee, and insurance (including worker's compensation insurance mandated by U.S. Defense Base Act (DBA insurance)).

Pricing must be presented in US Dollars. Offers must remain valid for not less than ninety (90) calendar days after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead; in the event this is not possible, offerors may complete the table in Section 3(B).

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

- Organizations responding to this RFQ are requested to submit a copy of their business licenses and official registration or Patent to operate in Haiti
- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)

- Copy of registration documents for all proposed protective body armor for the lease agreement if required by local law.
  - Technical proposal, including full technical specifications, brand and model number of the plates and plate carriers that will be provided by the Offeror per the requirements detailed in the SOW (section 3.A below).
  - Evidence of Responsibility Form (see Annex 3).
  - Three (3) past performance references for the delivery of services like the type contemplated in this solicitation, including a description of the services provided and contact information with telephone and email address. The past performance references must include contact information with telephone and email.
  - Official quotation, including any cost notes (see Section 3)
6. **Delivery time frame:** As part of its response to this RFQ, *each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order)*. The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract
7. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Haiti.

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

All items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.

8. **Taxes and VAT:** The USAID funded project under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country, and, in accordance with the bilateral agreement between the Government of the United States and the Government of Haiti, Chemonics will submit the subsequent subcontract for exemption by the Cooperating Country government. Therefore, Offerors based in Haiti are requested to submit quotations with any taxes, VAT, tariffs, duties, or other levies imposed by the laws in effect in the Cooperating Country(ies) clearly identified separately from the offered price.

Any resultant subcontract shall be priced as free and exempt from any taxes, TCA, tariffs, duties, or other levies imposed by the laws in effect in the Cooperating Country(ies). The Offeror shall not charge any host country taxes, TCA, tariffs, duties, levies, etc. from which this USAID program is exempt. If any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by Chemonics unless approved in advance in writing by Chemonics. The Subcontractor shall immediately notify Chemonics if any such exempt taxes are assessed against the Subcontractor or its subcontractors at any tier.

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

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

9. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
10. **UEI Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number if selected to receive an award in response to this RFQ valued greater than or equal to USD \$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before RFQ submission deadline, Offeror shall include a statement noting their intention to obtain a UEI number should it be selected as the successful offeror or explaining why obtaining a UEI number is not possible. Contact sam.gov to obtain a number. Guidance on obtaining a UEI number is available from Chemonics upon request

**Evaluation and Basis for Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a Lowest Price Technically Acceptable approach.

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

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

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

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

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

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

- (a) Chemonics’ standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in

response to this RFQ and identified in the resulting award; payment will not be issued to a third party.

- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.
- (c) Purchase orders may not be assigned, sub-contracted, or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; in the absence of such written consent, any assignment to a third party is void.
- (d) No services or commodities may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria
- (e) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (f) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.

13. **Insurance and Services:** Within two weeks of signature of this RFQ, the Supplier shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. DBA shall be reimbursable to the Supplier.

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

#### DEFENSE BASE ACT (DBA) INSURANCE

- a. FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause like this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high-risk environments and where Chemonics may be providing security.

- b. AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

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

(b) (2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United

States, the Subcontractor agrees to provide such employees with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits.

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

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

Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is AON Risk Insurance Services West, Inc. Address is: AON, 2033 N. Main St., Suite 760, Walnut Creek, CA 94596-3722. Point of contact is Fred Robinson: (o) 925-951-1856, fax: 925-951-1890, E-Mail: Fred.Robinson@aon.com.

Subcontractor must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, please refer to AAPD 17-01.

Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

c. AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES- Pursuant to the clause of this Subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

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

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

TYPE	MINIMUM LIMIT
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(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4.  The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage	\$1,000,000 \$2,000,000
(c) Automobile Liability Combined Single Limit each occurrence	As per AIDAR 752.228-7 and \$1,000,000
(d) Other Required Insurance • Umbrella Insurance additive to (b) and (c) above	(b) \$1,000,000/ (c) \$2,000,000

### 15. Compliance with U.S. Export Laws

The Offeror agrees to comply with all U.S. export laws and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to Chemonics' prior approval for all exports or imports under the Subcontract, Offeror shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Offeror agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Chemonics. Offeror agrees to indemnify, hold harmless and defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemonics as a result of Offeror's non-compliance with this provision.

## **Section 2: Offer Checklist**

### **Section 2: Offer Checklist**

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

- Copy of business licenses and official registration or Patent to operate in Haiti
- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Copy of registration documents for all proposed protective body armor for the lease agreement if required by local law
- Technical proposal, including full technical specifications, brand and model number of the plates and plate carriers provided by the Offeror per the requirements detailed in the SOW (section 3.A below).
- Evidence of Responsibility Form (see Annex 3).
- Three (3) past performance references for the delivery of services like the type contemplated in this solicitation, including a description of the services provided and contact information with telephone and email address. The past performance references must include contact information with telephone and email
- Official quotation, including any cost notes (see Section 3)

## **Section 3: Scope of Work and Pricing Schedule**

### **Section 3.A (1): Scope of Work:**

The Offeror shall provide security equipment to support the safety and security of the PSM Haiti project and its staff. The sole function of the security equipment provided by the Offeror is to minimize the risk of injury by live ammunition and/or fragmentation from explosions. The Offeror will use its best endeavors to minimize or prevent injury to Chemonics staff via the provision of **Level III or above ballistic vests per the [National Institute of Justice \(NIJ\) Standard](#) (USA) (see Figure 1 below), offering protection against rifle rounds of up to 7.62x51mm.** Level III ICW Insert Plates must be included. **Ballistic vests should not be provided in the following colors: Olive drab, camouflage pattern, blue, or tan.** Chemonics seeks to procure 6 to 12 months access to Type III 7.62mm FMJ (M80) (Rifle) hard body armor carriers or above for use in Port-au-Prince.

*Figure 1:NIJ Standard-0101.06 Armor Level and Threat Comparison*

The Offeror shall have the ability to provide at least 12 units of Personal Protective Equipment (PPE) to ensure that all long-term and short-term GHSC-PSM Haiti international staff are provided a fully equipped body armor set immediately upon arrival in Haiti. The body armor shall remain in the custody of the staff member and/or Country Security Manager until the end of their assignment. **Each unit shall include one (1) protective vest that is at least NIJ Ballistic Level III, one (1) front plate, and one (1) back plate, that are NIJ Ballistic Level III or above (see diagram below).**



	0101.04	0101.06	0101.04	0101.06	0101.04	0101.06	0101.06 (Conditioned)
Armor Type	Test Bullet	Test Bullet	Bullet Weight (grains)	Bullet Weight (grains)	Reference Velocity (ft/s)	Reference Velocity (ft/s)	Reference Velocity (ft/s)
I	.22 caliber LR LRN	N/A	30	N/A	1080	N/A	N/A
	.380 ACP FMJ RN	N/A	95	N/A	1055	N/A	N/A
IIA	9 mm FMJ RN	9 mm FMJ RN	124	124	1120	1225	1165
	40 S&W FMJ	40 S&W FMJ	180	180	1055	1155	1065
II	9mm FMJ RN	9mm FMJ RN	124	124	1205	1305	1245
	.357 Mag JSP	.357 Mag JSP	158	158	1430	–	1340
IIIA	9 mm FMJ RN	.357 SIG FMJ FN	127	125	1430	1470	1410
	.44 Mag JHP	.44 Mag SJHP	240	240	1430	1430	1340
III	7.62 mm NATO FMJ (M80)	7.62mm NATO FMJ (M80)	148	147	2780	–	2780
IV	.30 Caliber M2 AP	.30 Caliber M2 AP	166	166	2880	–	2880
Acronyms / Abbreviations							
	AP	Armor Piercing			LR	Long Rifle	
	FMJ	Full Metal Jacket			LRN	Lead Round Nose	
	FN	Flat Nose			NATO	North Atlantic Treaty Organization	

Figure 1:NIJ Standard-0101.06 Armor Level and Threat Comparison

The Offeror shall have the ability to provide at least 12 units of Personal Protective Equipment (PPE) to ensure that all long-term and short-term GHSC-PSM Haiti international staff are provided a fully equipped body armor set immediately upon arrival in Haiti. The body armor shall remain in the custody of the staff member and/or Country Security Manager until the end of their assignment. **Each unit shall include one (1) protective vest that is at least NIJ Ballistic Level III, one (1) front plate, and one (1) back plate, that are NIJ Ballistic Level III or above (see diagram below).**



The Offeror must be qualified to provide body armor with front and back plate carriers for the GHSC-PSM Haiti project according to the above technical specifications. The Offeror shall complete the following tasks:

- Technical Requirements: Provision of NIJ Ballistic Level III Body Armor with Front/Back Plate Carriers and Level III ICW Insert Plates. The Offeror must be able to provide body armor at a minimum Type III level or higher for the GHSC-PSM project's use in Port-au-Prince on an extended, long-term lease of twelve months, with a possible extension. The Offeror shall provide details on the design and materials, ballistic protection level, fastener type, color, and any other features as relevant in response to the following requirements.

At a minimum, the body armor model must be:

- Listed on the NIJ Standard-0101.06 Compliant Products List. It shall be of Type III level or higher as defined in NIJ Standard-0101.06 and shall afford full protection to the torso front, torso back and sides.
- Suitably low-profile, and in good condition with functioning fasteners and no known damage.
- Regularly tested and inspected by the Offeror according to a Quality Assurance and Quality Control Program
- Ballistic vests should NOT be provided in the following colors: Olive drab, camouflage pattern, blue, or tan.

- Chemonics may require the provision of after-sales services, including routine testing/inspections, maintenance and repair, and/or replacement plates or carriers. If a body armor model requires repair, per the NIJ-Standard-0101.06, or is determined to no longer meet the above specifications, the Offeror must demonstrate the capability to provide an alternate model with similar specifications within seven calendar days. Such replacement should be taken into consideration in the proposed lease price.

**Section 3 (B): Pricing Schedule:**

Offerors are requested to provide quotations containing the information below in response to the Section 3 (A) Scope of Work, on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3(B) and submit an electronic version of a signed/stamped offer to Chemonics. The table below only requests the unit price for the monthly lease of ballistic vests that meet the specifications defined in the previous section. At the time of the award, Chemonics will state the total number of months included in the lease agreement and will apply the unit cost to calculate the total amount of the purchase order or subcontract.

Line Item	Description and Requirements	Qty	Monthly Unit Price for a 12-Month Lease
1	<i>NIJ Level III Plate Carriers</i> 12 x plate carriers	12	
2	<i>Level III ICW Insert Plates</i> 12 x front plates	12	
3	<i>Level III ICW Insert Plates</i> 12 x back plates	12	
*Offeror's pricing rates must be inclusive of <u>regular testing and inspection of vests</u> , insurance and regular repairs, such as cuts, tears, stitching separation, sealing problems, and/or damage to plates or carrier, as needed.			
			<b>Subtotal:</b>
			<b>Other Costs (Describe: _____) :</b>
			<b>GRAND TOTAL: (USD)</b>

***Delivery time (after receipt of order): -calendar days***

**Section 3 (C): Insurance Certification Table**

TYPE	MINIMUM LIMIT	Do you have this insurance? Yes/No	Can you get this insurance? Yes/No *	What amount of insurance do you have, or can you get?
<p>(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4.</p> <p>The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.</p>	As required by DBA			
<p>(b) Comprehensive General Liability Each Occurrence</p> <p>Combined Single Limit for Personal Injury and/or Property Damage</p>	<p>\$1,000,000</p> <p>\$2,000,000</p>			
<p>(c) Automobile Liability</p> <p>Combined Single Limit each occurrence</p>	<p>Minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage (per AIDAR 752.228-07)</p> <p>\$1,000,000</p>			

(d) Other Required Insurance				
Umbrella Insurance additive to (b) and (c) above	(b) \$1,000,000/ (c) \$2,000,000			

**Section 4: Offer Cover Letter**

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

To: USAID Global Health Supply Chain Program – Procurement and Supply Management Project (GHSC-PSM) Airport Industrial Park Fleuriot, Warehouse #119, Port-au-Prince, Haiti

Reference: RFQ No. PSM-OPS-2208

To Whom It May Concern:

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

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

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

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

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

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

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

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

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

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

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

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

Company UEI Number: \_\_\_\_\_

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

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

## SECTION 5: EVIDENCE OF RESPONSIBILITY

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### Evidence of Responsibility

#### 1. Offeror Business Information

**Company Name:** Full Legal Name

**Address:** Address

**UEI Number:** Enter the Unique Entity Identifier(UEI) assigned to the company. *(Instructions to Offerors: Offerors will provide their registered UEI 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). Sam.gov regulates the system and registration may be obtained online. If Offeror does not have a UEI 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 obtain a UEI number should it be selected as the successful offeror or explaining why obtaining a UEI number is not applicable or not possible. Additional guidance on obtaining a UEI 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 **RFQ No.**

**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 2 CFR Part 170, 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 UEI number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:
- Yes  No
- 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 UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):
- Yes  No
- d) Does your business or organization maintain an active registration in the System for Award Management (<https://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: \_\_\_\_\_

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