

Request for Quotations (RFQ)

RFQ Number: RFQ-PRG-0023

Issuance Date: October 25, 2019

Deadline for Offers: November 21, 2019

Description: RFQ for Installation of Temporary Office Facilities for the CRDD at CASB in Terrier Rouge

For: USAID Reforestation Project

Funded By: United States Agency for International Development (USAID),
Cooperative Agreement No. AID-521-A-17-00011

Implemented By: Chemonics Foundation Haiti

Point of Contact: Tarseline Bien-Aime tbienaime@reforestation.ht

***** ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *****

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

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

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

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

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

Please contact 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' Washington office through the contact information listed on the website found at the hyperlink above.

Section 1: Instructions to Offerors

1. **Introduction:** The USAID Reforestation Project is a USAID program implemented by Chemonics International Inc. The goal of the USAID Reforestation Project is to address environmental degradation and loss of tree cover in the North and North-East departments of Haiti.

The objective of this RFQ is to establish pricing to procure and install up to three (3) modular free-standing office-container buildings, to be located on the grounds of the Centre d'Agriculture Saint Barnabas (CASB) in Terrier Rouge, providing facilities for the administrative functions associated with the proposed Sustainable Rural Development Center (*Centre Rural de Développement Durable* - CRDD). The purpose of the CRDD is to serve as testing, demonstration and training centers for the promotion of improved technologies and practices.

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a quotation for the procurement and installation of temporary administrative facilities at the CASB CRDD in Terrier Rouge. The Centre d'Agriculture Saint Barnabas is dedicated to train young agricultural technicians in Haiti, providing a two-year program combining both theory and practice. Founded in 1984, each fall, the CASB grants degrees in agricultural technology to students who have successfully completed the program. The existing facilities of the CASB were partially damaged as a result of the January 12, 2010 earthquake and this work is required to provide new functional work space for the staff of the CRDD. The scope of work for this RFQ is described in **Section 3: Specifications and Technical Requirements** below.

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 **5:00 PM on November 21, 2019** by email to procurement@reforestation.ht or by hard copy delivery to the USAID Reforestation Project office at 8, rue Gerard Massuci, Cap-Haitien, Haiti. Offers submitted via email must be delivered to procurement@reforestation.ht. Any hard copy deliveries must be stamped and signed by the offeror's authorized representative, addressed to Tarseline Bien-Aime, Procurement Coordinator, and delivered to the USAID Reforestation Project Office, located at 8, rue Gerard Massuci, Village Breda, Babiole, Cap-Haitien, Haiti.

Please reference the RFQ Number **RFQ-PRG-0023** 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. **Site Visit:** Offerors are encouraged to inspect the site where the work will be performed. Therefore, a bidder's conference and site visit will be held at the CASB in Terrier Rouge (on RN-6, 2.6 km west of Terrier Rouge, near the recently constructed residential USAID Village) on **November 6, 2019**, at 10:00 AM to provide prospective offerors an opportunity to raise questions and to learn more about the scope of work described herein.

Please confirm attendance via email to procurement@reforestation.ht, no later than 5:00 PM local Cap-Haitien time on **November 4, 2019**. This confirmation should include the full name and contact information of all participants.

Participation in the site visit and the bidder's conference are the responsibility of the offeror. Chemonics will not reimburse offerors for any costs associated with the site visit.

4. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **2:00 PM local Haiti time on November 8, 2019** by email to procurement@reforestation.ht. 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.

5. **Specifications:** Section 3 of this RFQ contains the technical specifications of the required items. All commodities offered in response to this RFQ must be new and unused. In addition, all equipment offered in response to this RFQ must be of acceptable standard.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

6. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in Haitian Gourdes. Offers must remain valid for not less than sixty (60) calendar days after the offer deadline. Offerors are requested to provide quotations on their official letterhead, in accordance with the format presented in the table in Section 3.

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 valid official registration or business license.

7. **Delivery:** The place of delivery of the final products shall be the CASB facilities located at RN-6, Terrier Rouge, Haiti.

8. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ 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](#). 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, Syria.

9. **Warranty:** Warranty service and repair within the cooperating country is required for all commodities under this RFQ. The warranty coverage must be valid on all commodities for a minimum of twelve (12) months after delivery and acceptance of the commodities, unless otherwise specified in the technical specifications. At the time that any commodity is transferred to the Government of Haiti, a USAID Reforestation Project counterpart, or another entity within the cooperating country, all rights to warranty support and service shall be transferred with the commodity to that entity's end-user.

10. **Taxes and VAT:** The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies

will be paid under an order resulting from this RFQ. Please see attached document from *Ministère des Affaires Etrangères* in Annex 1.

11. **DUNS Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Data Universal Numbering System (DUNS) 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 DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a 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.
12. **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.
13. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets or exceeds the minimum required technical specifications, and is determined via trade-off analysis (In the trade-off process, evaluation criteria are used to evaluate an offeror's approach to fulfilling the objectives of the solicitation document).

It is anticipated that a purchase order will be issued based on the evaluation criteria below:

Criteria	Assigned Points
Quality and Thoroughness of Technical Volume — Key aspects of the technical approach that will be considered in evaluating the proposals include: Offerors understanding of the SOW, methodology for executing the project, and the proposed timeline for the deliverables	40 points
Past Performance — Each offeror will be evaluated on its demonstrated ability to complete contract deliverables within the specified timelines, as evidenced by performance on previous contracts of a similar nature and scope	25 points
Key Personnel — Each offeror will be evaluated on its proposed key personnel and their qualifications to carry out the scope of work	15 points
Proposed Price — Offeror shall propose separate pricing for each of the deliverables identified in the Scope of Work	20 points

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

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. Offerors shall submit their best-offer quotation as per the schedule provided in Attachment – A. 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 USAID Reforestation Project.
- Chemonics may cancel this RFQ at any time.

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

14. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, the USAID Reforestation 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:

- Chemonics' standard payment terms are **net 30 days after receipt and acceptance of any commodities or deliverables**. Payment will only be issued by check or wire transfer 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.
- Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.
- No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
- 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.
- 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.
- The title to any goods supplied under any award resulting from this RFQ shall pass to Chemonics following delivery and acceptance of the goods by Chemonics. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Chemonics.

Section 2: Offer Checklist

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

- ☐ Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- ☐ Official quotation, including specifications of offered equipment and images of every item offered (see Section 3 for example format). Offerors are encouraged to use Section 3 template provided.
- ☐ Copy of offeror's registration or business license (see Section 1.5 for more details)
- ☐ Three examples of similar and successfully completed contracts/past performances with accompanying references (name, address, e-mail, phone number) for each example

☐ Section 5 Certifications (see Section 5.1 – 5.4)

Section 3: Specifications and Technical Requirements

Scope of Work

The objective of this activity is to procure, retrofit and install up to three (3) modular free-standing office-container buildings, to be located on the grounds of the Centre d'Agriculture Saint Barnabas (CASB) in Terrier Rouge, providing facilities for the administrative functions associated with the proposed Sustainable Rural Development Center (Centre Rural de Développement Durable - CRDD).

The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the services. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Scope of Work which may be necessary for the completion and proper installation of the works in good faith shall be provided by the subcontractor. The subcontractor shall be responsible for the procurement, fabrication and installation services associated with the proposed modular administrative facilities of the CRDD at CASB. The work will be implemented in the following phases:

Phase 1 – Development of Technical Specifications

Subcontractor shall secure and isolate the worksite for the protection of its workforce and the general public on the grounds of the CASB. The subcontractor shall be responsible for developing Technical Specifications for all the components associated with the procurement and installation of the facilities to house the temporary administrative facilities of the CRDD at CASB. In particular, the subcontractor shall develop technical specifications, as per the preliminary layouts provided under Attachment - B, for each office-container unit, box-culvert to access the site, gravel driveway, and all appurtenances necessary for a complete project. Only minor variations of the proposed layout shown under Attachment - B will be allowed with respect to overall footprint and space distribution. The interior courtyard shall be paved and covered with a lightweight metal frame structure. Each proposed office-container (8' x 40' x 9.5') unit shall have a surface area of approximately 29.7 square meters with a minimum ceiling height of 2.6 meters.

The proposed office-container units shall be able to be transported and assembled at the work site. The subcontractor shall use high cube intermodal units that are sound structurally and aesthetically as the basis to assemble the office-containers. The technical specifications shall be based on the following criteria, but offerors are encouraged to expand on the criteria in order to produce the best possible design within the constraints of the site:

The craftsmanship and quality of materials and equipment used shall result in facilities having a minimum operating life expectancy of 10 years.

The technical specifications shall be comprised of shop drawings for the fabrication and installation of all proposed components to verify compatibility and adequacy with each other as well as satisfy the intended purpose of the facilities.

Specifications shall be provided for all doors, windows, hardware, flooring, cabinetry, mechanical (air conditioners), lighting, electrical, plumbing and security components. In addition, technical specifications shall be provided for the connection to the utility services (water, sanitary, electrical, drainage).

In addition, technical specifications shall be provided for the culvert to provide access to the site. The culvert shall be reinforced concrete, with a minimum width of 6.0 m, and have a load rating of H-20 or higher. The gravel driveway shall have a minimum

width of 6.0 m driveway and be graded for positive drainage, with a 15 cm layer of clean compacted backfill (0-40), topped with 15 cm layer of clean gravel (12-25)

The proposed office-containers shall be one (1) story units able to be transported and assemble at the work site. The overall dimensions and space distribution shall be as per the attached proposed layouts. The subcontractor shall be responsible for the technical specifications but the following are general guidelines for the proposed facilities:

- Container: High cube intermodal (8' x 40' x 9.5') installed on level grade, securely attached to withstand category V hurricane force winds, and with finish floor elevation at 0.45 m (18") above adjacent ground.
- Interior Perimeter Walls: ½" gypsum board on 3-5/8" galvanized metal studs (24 gauge minimum), with R-5 insulation.
- Interior Partitions: ½" gypsum board on 3-5/8" galvanized metal studs (22 gauge minimum).
- Flooring: Finish floor material to be commercial grade laminated wood or vinyl composition tile (VCT).
- Ceiling: ½" gypsum board on 3-5/8" galvanized metal studs (22 gauge minimum), with R-19 insulation.
- Windows: Aluminum frame windows, with integrated insect screen, to be single hung or sliding with all required hardware (locks, handles, hinges, sills, stops).
- Exterior Doors: Metal frame and metal skin with all required hardware (locks, handles, hinges, sills, stops).
- Interior Doors: Wood frame and solid wood panel with all required hardware (locks, handles, hinges, stops).
- All interior electrical, plumbing and mechanical wires, conduits, pipes or ducts shall be recessed or enclosed in the floor, walls or ceiling.
- Canopy over Courtyard: Commercial grade steel tube (posts: 4x4x1/8, rafters/beams: 2x2x1/8) framing with corrosion protection; corrugated metal roof panels (22-gauge minimum) with R-11 batt insulation.

Soils and materials testing, where required, to develop the technical specifications shall be included under this phase and shall be the responsibility of the subcontractor. The above criteria have been prepared to assist the offerors in understanding the requirements with respect to expectations in terms of quality and standards. The criteria are to be used as guidelines in development of the offerors' proposed technical specifications and are not intended to be conclusive in all respects.

Phase 2 – Procurement and Fabrication

The subcontractor shall be responsible for procuring and delivering the high cube containers and all required ancillaries for a complete installation upon approval of the technical specifications documents by Chemonics. The subcontractor shall be responsible for all required payments to the manufacturers, storage, shipping and custom clearance, as required. Delays in fabrication, shipping or custom clearance shall be the responsibility of the subcontractor. The subcontractor shall provide a written warranty that all materials used in

the fabrication and installation shall be free from defects for a period of five (5) year from the date of installation.

Phase 3 – Site Work and Utilities

The subcontractor shall prepare the site where the proposed office-container units will be located. The subcontractor will be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility. The subcontractor shall also be responsible for all leveling, compaction, backfilling, installation of supports/piers, anchors and tie-downs, handicap access ramps, stairs, handrails, and walkways required prior to setting the containers.

The proposed office-container units shall be installed on well compacted grade. The sizing of any required supports/piers shall be designed by the subcontractor. The finished floor elevation of the proposed buildings shall be a minimum of 0.45 m (18") above natural/adjacent grade and shall be accessible via wheelchair. Any required anchors shall be pre-set in the support/piers/footings as per the technical specifications.

The subcontractor shall be responsible for the installation of the reinforced concrete box-culvert to access the site from RN-6, along with a gravel driveway. The box-culvert shall have a minimum width of 6.0 m and a load rating of H-20 or higher to allow vehicular traffic in and out of the CRDD. The driveway shall be graded for positive drainage, with a 15 cm layer of clean compacted backfill (0-40), topped with 15 cm layer of clean gravel (12-25) and shall lead to the parking of the proposed CRDD.

The subcontractor shall be responsible for all utility connections to the existing or proposed systems at the CASB facilities. The utilities shall include all provisions for water service, sanitary waste, electrical service and site drainage. The proposed utility connections shall be located underground and the contractor shall be responsible for all required trenching and repairs necessary for a complete installation. The work shall also include the patching and repair of all existing items disturbed by the subcontractor under this phase. The subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area.

Phase 4 - Installation

The subcontractor shall be responsible for the assembly and installation of all components to provide for fully functional facilities. This includes but is not limited to all cutting and welding, installation of walls, insulation, doors, windows, interior partitions, flooring, ceiling, lighting and power equipment, plumbing and sanitary equipment, air-conditioning and ventilation system, painting (interior and exterior) and all other appurtenances required for complete and fully functional facilities. The subcontractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup.

All assembly and installation shall be performed by qualified technicians under the supervision of the subcontractor. All assembly and installation shall be as per the technical specifications and manufacturer's instructions. The work shall also include the patching and repair of all existing items disturbed by the subcontractor under this phase. The subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area under this phase.

DELIVERABLES

The subcontractor shall be responsible for the following deliverables:

Deliverable No. 1 – Technical Specifications package to perform the works associated with the procurement, retrofit and installation of up to three (3) office-container units for the CRDD at CASB. The subcontractor shall develop technical specifications documents for the proposed office-container units including all shipping, storage and installation procedures. In addition, the subcontractor shall develop technical specifications associated with the proposed site work and utility connections. The subcontractor shall provide shop drawings or manufacturer's catalogue sheets with details related to the fabrication, installation and operation of all the components for a fully functional facility, as per the layouts provided under Attachment - B. In addition, the subcontractor shall develop a schedule of implementation for the various phases using the Critical Path Method, and describe the means and methods to be employed for a successful delivery. The Technical Specifications Package shall be submitted for review and approval by Chemonics prior to the start of procurement, fabrication and installation.

Deliverable No. 2 – Procurement and delivery of High Cube Intermodal Containers. The subcontractor shall procure and deliver to the site up to three (3) high cube containers for use as administrative facilities of the CRDD as CASB. Each container shall be 2.44 m (8') wide x 12.20 m (40') long x 2.90 m (9.5') high and shall be free of defects and sound structurally and aesthetically. The Subcontractor shall furnish all labor, tools, materials, equipment for the procurement, storage, and delivery of the containers to CASB facilities in Terrier Rouge.

Deliverable No. 3 – Site work and utilities for the installation of the office-container units. The subcontractor shall furnish all labor, tools, materials, equipment for the required site work and utility connections for the proposed office-container units as specified in Phase 3 of the Scope of Work. Under this deliverable, the subcontractor shall be responsible for all work required for leveling and compacting the site, the installation of the supports/piers, anchors and tie-downs, handicap access ramps and stairs. The subcontractor shall be responsible for the installation of the reinforced concrete box-culvert to access the site along with the gravel driveway. The subcontractor shall also be responsible for the connections to the existing utility systems at the CASB facilities. The utilities shall include all provisions for water service, sanitary waste, electrical service and site drainage. The subcontractor shall perform the work as per the approved Technical Specifications Package.

Deliverable No. 4 – Installation of the office-container units. The subcontractor shall furnish all labor, tools, materials, equipment for the work associated with the installation of the proposed office-container units as specified in Phase 4 of the Scope of Work. All materials, equipment and fabricated components installed in the project shall be free of defect. The work includes but is not limited to all cutting and welding, installation of walls, insulation, doors, windows, interior partitions, flooring, ceiling, lighting and power equipment, plumbing and sanitary equipment, air-conditioning and ventilation system, miscellaneous trims and finishes, painting (interior and exterior, including corrosion resistant layer on all metal parts), final cleanup and all other appurtenances required for complete and fully functional facilities. The work shall also include the patching and repair of all existing items disturbed by the subcontractor during the installation process. The subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area during installation.

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: Chemonics/USAID Reforestation Project
Tarseline Bien-Aimé
8, Rue Gerard Massuci – Village Breda
Babiole, Cap-Haitien, Haiti

Reference: **RFQ 000-0000**

To Whom It May Concern:

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company DUNS Number: _____

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

Official name associated with bank account (for payment): _____

Section 5: Required Certifications

The following certifications must be completed and submitted in the Technical Volume:

SECTION 5-1: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

_____ (hereinafter called the "offeror")

(Name of Offeror)

(a) The offeror certifies that—

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

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

SECTION 5-2: CERTIFICATION REGARDING RESPONSIBILITY MATTERS

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

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

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

- (A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, US Code.

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

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

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

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

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

SECTION 5-3: EVIDENCE OF RESPONSIBILITY STATEMENT

EVIDENCE OF RESPONSIBILITY STATEMENT

This statement describes the offeror's internal policies and procedures, as well as its ability to comply with the terms and conditions of a potential subcontract resulting from RFP No. RFQ-OPS-0012. The offeror shall complete the information in this statement as part of its proposal.

Company Name: _____

1. Authorized Negotiators

The offeror's proposal in response to RFP No. RFQ-OPS-0012 may be discussed with any of the following individuals. These individuals are authorized to represent our company in negotiation of this proposal.

Names of authorized negotiator(s): _____

These individuals can be reached at the following office:

Address: _____

Telephone/Email: _____

2. Adequate Financial Resources

We hereby certify that the above-named company maintains adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

We certify we are able to comply with the proposed schedule and period of performance, having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Our record of integrity is outstanding. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our Past Performance References, contained in the Technical Volume.

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

Describe how the subcontract will be managed: _____

6. Equipment and Facilities

We maintain the necessary facilities and equipment to carry out the subcontract.

7. Eligibility to Receive Award

We are qualified and eligible to receive an award under applicable laws and regulation. In addition, we have performed similar work – describe: _____

8. Acceptability of Subcontract Terms and Conditions

We have reviewed the solicitation document and attachments and agree to the terms and conditions set forth therein.

I hereby certify that the above statements are true and accurate, to the best of my knowledge.

Company Name: _____

By (Signature): _____ Title: _____

Printed Name: _____ Date: _____

SECTION 5-4: CERTIFICATION AND DISCLOSURE REGARDING PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

_____ (hereinafter called the "offeror")

(Name of Offeror)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Should the Offeror's circumstances change during the life of any resulting subcontract with respect to the above, the Offeror will notify Buyer immediately. _____

Company Name: _____

By (Signature): _____ Title: _____

Typed Name: _____ Date: _____

Annex 1: VAT Exemption Letter for USAID/Haiti Reforestation



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