

REQUEST FOR PROPOSAL (RFP)

TO: Potential Bidders

FROM: CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP)
USAID CONTRACT NO. AID-521-C-16-0000

ISSUANCE DATE: MARCH 12, 2018

DEADLINE FOR RECEIPT OF QUESTIONS: MARCH 23, 2018 BY 5:30PM (U.S. EST)

SUBMISSION DATE: APRIL 16, 2018 BY 5:30PM (U.S. EST)

RE: **PROCUREMENT & INSTALLATION OF INFORMATION AND COMMUNICATION TECHNOLOGIES (CABLING, SATELLITE AND LICENSING) FOR THE ADMINISTRATION GÉNÉRALE DES DOUANES (AGD)**

Nathan Associates Inc. (Nathan Associates), as prime contractor of the U.S. Agency for International Development-funded project Cap Haitien Customs Support Project (CHCSP) is seeking technical and cost proposals from Haitian and international providers legally registered in Haiti and specialized in Information and Communication Technologies (ICT) for the Administration Générale des Douanes (AGD), or the Haitian Customs Agency: 1) purchase and install cabling network replacement, 2) purchase and optimize satellite network connectivity, 3) purchase and install software licenses for Oracle and Red Hat Enterprise Linux.

Nathan Associates intends to award a **firm fixed price** contract for this activity with an estimated start date of MAY 16, 2018. The total estimated value of this RFP for all three Task Orders is \$400,000 USD, which is subject to availability of funds. Offerors are encouraged to outline cost-effective approaches, which will achieve project objectives.

This RFP is open to qualified companies as defined in the technical instructions (note the geographic limitation).

All potential offerors are also informed that the contractor that is awarded a contract issued pursuant to this RFP will not be eligible to participate in any subsequent RFPs that involves evaluation of work done under this RFP, or any other activity that may result in conflict of interest because of the work performed under this RFP.

Technical and cost proposal requirements, as well as proposal evaluation criteria, are outlined in **Annex A**. Nathan Associates intends to make a contract award to the

responsible Offeror(s) whose proposal(s) represent the best value to the U.S. government.

Proposals are due in electronic copy only, in MS Word, MS Excel, and/or PDF formats, by **APRIL 16, 2018 BY 5:30PM (U.S. EST)**. Tables or charts in MS Excel format should be labeled appropriately. The email must not exceed 5MB in size. Technical and cost proposals need to be submitted in separate electronic files and emailed to CHCSPNathan@gmail.com.

Cost proposals should include filled out and signed documentation attached in **annexes C and D**. All offerors should also review information included in **annexes B** (applicable rules and regulations) **and E** (relevant regulations).

Questions regarding this RFP are due in electronic copy by **MARCH 23, 2018 BY 5:30PM (U.S. EST)**. They must be emailed (no phone questions will be accepted) to CHCSPNathan@gmail.com. Potential bidders who do not submit questions should send an email with their contact information if they wish to receive copies of answers. All questions and responses will be circulated to all offerors who ask questions and to those who register. In addition, answers will be made available online at <https://haitiprocurement.nathaninc.com>

This RFP, including this cover letter, in no way obligates Nathan Associates to award a contract nor does it commit Nathan Associates to pay for any costs incurred in the preparation and submission of a proposal in response hereto. Furthermore, Nathan Associates reserves the right to reject any and all offers, if such action is considered to be in the best interest of USAID.

Sincerely,

The Project Team
Cap Haitien Customs Support Project (CHCSP)

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TECHNICAL INSTRUCTIONS

PROCUREMENT & INSTALLATION OF INFORMATION AND COMMUNICATION TECHNOLOGIES (CABLING, SATELLITE AND SOFTWARE LICENSING) FOR THE ADMINISTRATION GÉNÉRALE DES DOUANES (AGD)

Approx. Start Date: MAY 16, 2018

Mandatory End Date: JULY 31, 2018

ACTIVITY BACKGROUND

Nathan Associates Inc., a contractor with the United States Agency for International Development (USAID) and a partner in the implementation of Cap Haitien Customs Support Project (CHCSP), is seeking proposals from Haitian and international providers legally registered in Haiti and specialized in Information and Communication Technologies (ICT) for the Administration Générale des Douanes (AGD), or the Haitian Customs Agency:

- 1) Procure and install cabling network replacement,
- 2) Procure and optimize satellite network connectivity,
- 3) Procure and install software licenses for Oracle and Red Hat Enterprise Linux.

OBJECTIVES OF THE ACTIVITY

The AGD must strategically invest in the stability and performance of the current Customs IT systems that meets the basic standards essential to processing of exported and imported goods and providing support to AGD headquarters and other border posts. The proposed ICT procurements aims to enhance and optimize the functionality of the current AGD ICT system, providing access to real-time, accurate data that is collected and communicated from remote ports of entry to the main customs database system.

QUALIFICATION AND EXPERIENCE OF CONTRACTOR

The contractor must have a good track record in terms of successful project(s) of similar nature in the area of:

- Cabling network systems and installation
- Satellite communications
- Oracle and Red Hat Enterprise License procurement and installation

SCOPE OF WORK AND DELIVERABLES

TASK ORDER No. 01: Procure and install cabling network replacement:

After a careful inspection of the AGD's wiring system and network in the Port-au-Prince AGD headquarter office, this RFP aims to identify offereros to replace the existing cabling network with an upgraded system to increase the AGD's network efficiency to help them meet its objectives and mandate for the Haitian government.

The selected vendor will install, wire, lay, and connect about 544 network points (nodes) so that the local area network (LAN) covers all work stations, network printers, IP telephony and IP-cameras and other network devices. The selected vendor will evaluate existing power cabling and upgrade as necessary to support the following load:

Computer equipment:

- Data ports to accommodate client computers, printers, and other computer equipment, as indicated below.
- Client computers, IP telephones, IP Cameras, network printers, wireless access points (AP Wifi) and other miscellaneous computer equipment to support the operations of the port's customs office.

Dispatchers:

- There are three dispatchers in the current LAN infrastructure structure.
- The main distributor: in the server room on the second floor where all stations or nodes on this floor are attached to a patch panel and where the two secondary distributors at the first and the ground floor are interconnected by an optical fiber redundantly.
- Secondary distributors: two secondary distributors, one on the first floor where the stations or nodes located at this level are connected to a patch panel and the other on the ground floor connecting all stations or nodes at this level to a patch panel inside this dispatcher.

Cableways:

- All wires have to be well covered in plastic or metal casing (cable trays) all along their path from the dispatchers to the endpoint (sockets). The current cable tray must be revised in consideration of the standards and requirements of the computer network cabling.

General IT Cabling Requirements for Standard Network Performance:

- Assemble and configure the rack, patch panel, and cable manager.
- Type of cables to use: CAT6 UTP .
- Type of patch panels, jacks and wallplate jacks to use: CAT6 RJ-45.
- Wiring standard to be used: ANSI / EIA / TIA-568B.

- Double and single sided plate (if necessary).
- Choose wire casing that matches the color of the wall.
- Repair and repaint walls as needed.
- Wire running on the wall or floor must be enclosed in PVC or metal casing / raceways.
- Identify each patch panel depending on the level in the building where it is located and the position in the splitter
- Number each node.
- Deliver the final design of the wiring layout, numbers and location.
- The cables must be made to use the star topology.
- All points in the network must be tested at the end and the provider must issue the result of the verification.
- Design and plan the optimal and least visible cabling to maintain a clean, high-quality interior, optimize data quality and optimize performance. The wiring design must be submitted for approval before work begins.
- Each cable run must be maintained at a maximum distance of 90 meters (295 feet) , so that with patch cords, the entire channel does not exceed 100 meters (328 feet).
- Maintain pair twists as close as possible to the end point, or no more than 0.5 "(1.3 cm) without twisting.
- Do not strip more than 1 "(2.5 cm) of the wire casings when terminating each UTP cable .
- Cable Management and Wire Identification - All wires should be carefully stored in the rack using cable management accessories.
- UTP cables should be as far away as possible from potential sources of electromagnetic interference (electrical cables, transformers, fixtures, etc.). The cables must be at least 12 inches (minimum 30.5 cm) away from the power cables.
- The use of network conduits is recommended.
- Patch panels must be used and all cables must be terminated on the patch panels.
- All drop points (network connections) must be labeled at both ends (at wallplate jacks and patch panels) with indelible labels / ink.
- The network diagram must be provided at the end of the wiring. The diagram should show the floor plans with the points of high cable concentration (rack) and each labeled base. The drawings must indicate the cable trays and conduits.
- The tenderer must demonstrate that he is able to complete the work within 20 working days .
- Warranty, support information, and response time must be stated in the offer. The minimum warranty on the job must be for one year.
- The offer must contain the implementation schedule with deadlines, activities and the number of resources (e.g. financial, personnel, etc.) allocated. The implementation plan must include testing and certification of the installed network.

- The selected provider will have to clean and dispose of any waste.
- The vendor will be responsible for and will repair any damage caused to the building due to the negligence of its employees.
- The acceptance document of these terms and conditions will be signed by the AGD IT manager, NATHAN / USAID, and the vendor's representative as an official document for the successful completion of the work.

For Switches

Nathan Associates, Inc. is planning for the acquisition of the following items on behalf of USAID for a better distribution of data flows within the media of the local customs network of the Port:

Equipment	Quantity
Cisco POE Switches 24 Port + 2 SFP Port	18

Technical requirement for switches:

Product Description	Cisco Switch - 24 Ports - Managed - Desktop Computer, Rack mountable
Device type	24 ports - Managed - stackable
Chassis type	Desktop Computer, Mountable on a 1U rack
Ports	10/100/1000 (PoE +) + 4 x Gigabit SFP
Subtype	Gigabit Ethernet
Performance	Switching capacity: over 216 Gbps Transfer performance (64 byte packet size): over 70 Mbps
Characteristics	Layer 2 switching, DHCP-compatible, Power over Ethernet (PoE), auto-negotiation, ARP support, virtual LAN support, auto-uplink (MDI / MDI-X auto), IGMP snooping , Intrusion Detection System (IDS), IPv6 Support, Rapid Spanning Tree Protocol (RSTP) Support, Multiple Spanning Tree Protocol Support (MSTP), Dynamic Trunking Protocol Support (DTP), Port Aggregation Protocol (PAgP) support, Trivial File Transfer Protocol (TFTP) support, Access Control List (ACL) support, RADIUS support, SSH support, extended image support, MLD snooping, Dynamic ARP Inspection (DAI), PoE + , Cisco EnergyWise Technology, Unicast Reverse Path Forwarding (URPF), Uni-Directional Link Detection (UDLD), Rapid Per-VLAN Spanning Tree Plus (PVRST +), IPv4 Support, Shaped Round Robin (SRR), Link Aggregation Control Protocol (LACP), MAC Address Notification, Remote Switch Port Analyzer (RSPAN), NetFlow, Hot Standby Router Protocol (HSRP) support, Energy Efficient Ethernet, Multicast VLAN Registration (MVR), Class of Service (CoS), Cisco FlexStack Plus

Compliance with standards	IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1, IEEE 802.3ab, IEEE 802.1, IEEE 802.3af, IEEE 802.3, IEEE 802.3, IEEE 802.3, IEEE 802.3ae, IEEE 802.1s, IEEE 802.1ae, IEEE 802.1ab (LLDP), IEEE 802.3at, IEEE 802.3az, IEEE 802.1AX
Dimensions (WxDxH)	44.5 cm x 36.8 cm x 4.5 cm

TASK ORDER No. 02: Procure and optimize satellite network connectivity and install cabling network replacement:

The Cap Haitien Customs Support Project (CHCSP) aims to strengthen the satellite communication of the AGD including a management and control system for the satellite system and optimizing and modernizing the satellite system for greater efficiency. As a result, Nathan Associates Inc. is calling on interested service providers to make their proposal for the interconnection of the following 17 Customs office points:

AGD Customs Offices

1. Customs port of Port-au-Prince
2. Customs of Port-au-Prince Airport (commercial)
3. Customs of Cap-Haitien
4. Customs of Gonaives
5. Customs of St-Marc
6. Customs of Ouanaminthe
7. Customs of Miragoane
8. Customs of Belladère
9. Customs of Port-de-Paix
10. Customs of Malpasse
11. Customs of Jérémie
12. Customs of Jacmel
13. Customs of Les Cayes
14. Port of Aquin
15. Office of Anse-à-Pitre
16. Customs of Thomassique
17. Customs of Fort-Liberté

Technical requirement for the satellite system

The Cap Haitien Customs Support Project (CHCSP) is seeking a proposal that meets the following requirements:

A stable star topology connection, a reliable Metropolitan network (guaranteed minimum availability of 99.5% in reception and 99.5% in transmission for the satellite link (data) and protection that can support Voice IP communications, video, and the exchange of data for the application of the AGD. A guaranteed

bandwidth provision. Easy management and quick and easy installation in difficult to access areas. A simple service platform. Long-term stability operating costs of the network. Mean Time Between Failures (MTBF)> 25,000 hours (3 beams). Decreasing costs per additional unit.

TASK ORDER No. 03: Procure and install software licenses for Oracle and Red Hat Enterprise Linux (RHEL):

Nathan Associates Inc., in its support of the port’s customs operations, intends to optimize the application servers and to increase client access for users of these servers. As a result, Nathan Associates Inc. requires the acquisition of the following licenses and software:

Equipment	Quantity
Licenses for Oracle 12 E	715
64-Bit Red Hat Enterprise Linux Operating System	10
Installation and configuration of license and OS servers	As needed

The version of the oracle database used in the application server is: Oracle DB Version 1 2 E.

DAMAGES FOR DELAYED PERFORMANCE

At the beginning of the project, CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP) and the contractor will identify specific dates for completion of each of the tasks. If the contractor fails to perform the services within the specified time, the contractor shall, in place of actual damages, pay to CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP) liquidated damages of \$500 per calendar day of delay. CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP) shall offset such liquidated damages against future performance payments.

DURATION

This project shall run from approximately MAY 16, 2018 through the mandatory completion date of JULY 31, 2018.

WARRANTY

If applicable, the Contractor shall be required to provide the license(s) of 3rd party software, if any, during the duration of the project until the end of the agreed operational period.

The Contractor shall provide maintenance services in support of the software license during the life of this contract. Maintenance services shall cover technical support

services that include error corrections, enhancement of capabilities, and optimization.

PROJECT MONITORING AND REPORTING

The Contractor shall propose the appropriate approach for project monitoring and reporting processes to meet the project objectives.

Throughout the duration of the project, the Contractor shall prepare and submit brief progress reports to the Cap Haitien Customs Support Project (CHCSP) Chief of Party, Senior Customs Advisor, and ICT Expert every week to monitor the progress of the project (including reports mentioned in the scope of work and deliverables).

COPYRIGHTS AND OWNERSHIP

The Contractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Technical Instructions. The Contractor shall indemnify and save Nathan Associates and Nathan Associates' Client harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work that the Contractor will provide.

Deliverables that will be first produced and submitted to USAID shall be the property of USAID. Additionally, any pre-existing item(s) either from the Contractor or Nathan Associates shall remain the property of that party who created the item(s) throughout the life of the Contract, and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of the Contract shall be either owned by USAID or jointly owned by both parties.

All reports generated and data collected during this project shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document. All findings, conclusions and recommendations shall be considered confidential and proprietary.

ANNEX A – Technical and Cost Proposal Requirements and Proposal Evaluation Criteria

Technical proposals shall consist of no more than thirty (30) pages for all three Task Orders (assume 10 pages per Task Order) and include details of the approach, timelines for completion of the project, a summary of qualifications of key personnel who would be assigned to the project, and necessary contact information. Additional tables and technical instructions not to exceed two pages in length each, should be included in an appendix to the technical proposal and will not count towards the 30-page limit (margins should be 1 inch on each side, text should be single spaced, and font should be no less than 12 point). A separate financial proposal shall be provided. No cost information shall be provided in the technical proposal. Detailed specifications of the technical and financial proposals are shown below.

A. Technical Approach

The offeror shall prepare a technical approach describing how it proposes to procure and install any combination two or more of Task Orders outlined in the Scope of Work with a mandatory completion date of July 31, 2018. The technical approach shall show at least: i) an understanding of the work to be done and ii) a description of how the work will be organized, prioritized, and accomplished.

B. Work Schedule

The offeror shall prepare a work schedule for tasks laid out in the Scope of Work. The work schedule shall include a short description of the major activities, realistic timeframes for accomplishing each major activity, personnel that will be needed to accomplish each major task. This work schedule shall be provided in table format in MS Word or MS Excel. This schedule will be used to determine deliverable dates for the penalty section in the RFP.

C. Project Management

The offeror shall propose the appropriate approach for project monitoring and reporting processes that will meet the project objectives. In its approach the offeror shall cover at minimum the following elements:

- The offeror shall briefly describe how the project will be managed and by whom, reporting relationships, etc.
- The offeror will also propose the project management methodology, project coordination, contract management, quality assurance, resource management, and its approach to sustainability.
- In addition, the offeror shall identify the resources, roles responsibilities and skills needed to execute the activities and tasks identified.

D. Firm and Personnel Qualifications and Past Performance

The offeror must be a firm and must demonstrate a good track record in conducting successful activities and projects of similar nature, notably in the area of:

- Cabling network systems and installation
 - Satellite communications
 - Oracle and Red Hat Enterprise License procurement and installation
1. The offeror must be able to access competent experts with experience in relevant areas such as:
 - Cabling network systems and installation
 - Satellite communications
 - Oracle and Red Hat Enterprise License procurement and installation
 2. The offeror shall include the company background and capability to carry out the work and relevant experience in conducting similar work. Background to be provided by the offeror shall include:
 - a. The company's profile including the year the company was registered and began operations.
 - b. Summary of previous work completed that is of similar or related nature and size to the one described in the technical instructions. Inclusion of photos of previous work is preferred but not required.

The offeror shall also attach three (3) specific references with name and telephone numbers of clients that have contracted offeror's services for work that is similar or related to the one requested in this solicitation in the last two years.

E. Cost Proposal

Offerors are required to submit a detailed cost proposal, which needs to include a table (in MS Excel) showing a breakdown of cost per deliverable (and sub-deliverable) outlined in the Tasks and Deliverables section of the technical instructions. The cost breakdown needs to include level of effort (person days), cost for each person day, total personnel cost per deliverable/sub-deliverable, as well as a breakdown of other direct costs as applicable.

International (i.e. non-Haitian) offerors should include in their budget the daily rate of their experts, travel/transport, per diem related expenses, etc.¹ The cost proposal should be submitted in a separate file and should not be included as part of the technical offer.

If budgeting for any international travel, please note that U.S.-Flag air carriers must be used under this project in accordance to the FAR 47.402.

If any U.S. national or a Third Country National needs to travel outside of their country of residence (U.S. or other Third Country) for work related purpose, then DBA insurance must

¹ All travel must conform with the Fly America Act and the provisions of FAR 47.402.

be purchased (please see Annex B for detail). DBA insurance is calculated as 2% of base rate (i.e. basic rate that does not include fee, profit, fringe benefits, overhead, general & administrative costs, etc.) times the number of days in the Cooperating Country. Similarly, if there is any U.S. national or a Third Country National working abroad for this work related purpose, then the Offerors should budget for MedEx/Medevac accordingly. MedEx/Medevac is for emergency medical evacuation purpose.

G. Evaluation Criteria

The CHCS Project reserves the right to conduct negotiations with offerors. However, the CHCS Project may award to an offeror without discussions. Therefore, the initial offer must contain the offeror's best price.

Award will be made on a Best Value basis (per FAR 15.101) to a responsible technically qualified offeror who will provide the greatest overall benefit to the Project.

The following table includes the components for technical evaluations. The total points for a perfect scoring have been included. The evaluation panel will use these weights for evaluating the proposals. The offeror proposing the best overall value for money will be selected. Offerors' proposals need to cover all items listed in the Table below, preferably in the same order presented. No additional information other than what is requested in this Annex A and the Table below will be evaluated.

Only those offerors who attain 70 points of the obtainable scores of the 100 points in the evaluation of the technical proposal will have their financial proposal envelope opened.

CRITERIA	SCORING (Max points)
1- Cover letter / Introduction (mandatory)	YES/NO
2- Valid license / business registration (mandatory)	YES/NO
3- References (x3)	10
4- Past performance / experience	15
5- Number of Task Orders proposed to be completed	5
6- Satellite communication methodology and timeline	20
7- Cable installation methodology and timeline	20
8- Procurement methodology (including software / licenses)	10
9- Management capabilities	10
10- Technical expertise	10
Total Score	100

Cost will be evaluated separately from the technical approach, with due consideration for price reasonableness and allowability consistent with US government cost principles. Evaluation for this section will be dependent upon all information presented by the Offeror in their deliverable table, and supporting cost information, as well as its alignment with the proposed technical approach. No specific weight is assigned to the cost proposals evaluation. All evaluation factors other than cost (e.g. technical proposal), when combined, are significantly more important than cost or price. While the technical evaluation factor are more important than the cost, cost remains important as part of the best value/tradeoff analysis and verification of the bidders' understanding of the requirements.

H. Estimated Timeline

Activity	Estimated Dates
• Request for proposals issued	March 12, 2018
• Deadline to submit questions	March 23, 2018
• Site visits for interested offerors	March 19 & 20, 2018
• Response to questions issued	March 30, 2018
• Deadline to submit offers	April 13, 2018
• Award made (after evaluations, reference checks, and USAID approval)	May 11, 2018
• Expected start date	May 16, 2018
• Expected completion date	July 31, 2018

I. Site Visit

The CHCS Project team is prepared to lead four (04) two-hour site visits for interested bidders will take place at the AGD Customs office located at Quai et rue de la Marine, Rue de la Réunion, Port-au-Prince, Haiti. The four proposed site visit tours will take place:

1. Monday, March 19th, 10am - 12pm EST
2. Monday, March 19 2018, 12pm - 2pm EST
3. Tuesday, March 20, 2018, 10am - 12pm EST
4. Tuesday, March 20, 2018, 12pm - 2pm EST

Bidders will can visit the site to ask questions and take any necessary measurements or make any necessary evaluations to complete their proposal. In order to attend this visit, a maximum of two representatives per bidding company are allowed to visit the sites and must email names and a photo ID of the two visitors by March 15, 2018 12:00 PM EST to CHCSPNathan@gmail.com

J. Language of Submissions

The offers and all deliverables shall be submitted in the English language. All input and material received by the Consultant in the course of conducting the work shall be provided

to the CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP) either in the original language or, if translation was performed, in English.

K. Submission Information

The technical and cost proposals must be submitted electronically in separate files. Offerors may send their technical offers in MS Word or PDF files. Each email must not exceed 5MB in size. Cost offers should be in MS Word or PDF files with MS Excel files for all tables. Table attachments to the technical proposal in MS Excel may be used where necessary. Electronic versions must be sent to the addressees listed in the cover letter. The offerors are responsible for ensuring that the proposal is received in due form by the deadline provided in the cover letter.

(a) Nathan Associates may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

(b) Nathan Associates intends to evaluate Offerors in accordance with **Annex A** of this RFP and make contract award to the responsible Offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors. For evaluation purposes, technical factors are considered more important than cost factors. Although technical evaluation criteria are more important than cost, the closer the technical evaluation scores of the various proposals are to one another, the more important cost considerations will become. Therefore, the evaluation of costs proposed may become a determining factor in making the award as technical scores converge. The Offeror proposing the best overall value will be selected. Any lack of cost realism, reasonableness, incompleteness, or imbalance in price may be considered in the determination of best value.

(c) Nathan Associates may request additional certifications, clarification and explanations in order to determine the best value proposal.

ANNEX B – Applicable Rules and Regulations

AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for this activity is “937”. In general, local procurement is authorized subject to the provisions of AIDAR 752.225-71. Information on geographic codes can be found at <http://www.usaid.gov/sites/default/files/documents/1876/310.pdf>.

LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support to fulfill the requirements of this assignment. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

EXECUTIVE ORDER ON TERRORISM FINANCING

The Offeror is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

RESTRICTION ON ASSISTANCE TO LAW ENFORCEMENT

Assistance may not be provided to police, prisons, or members of other law enforcement entities, unless a specific statutory exception is applicable. Members of “law enforcement entities” are generally those who have the authority to carry weapons, make arrests, interrogate in private, search private premises, or supervise confinement. Particular attention in this regard will be paid to activities involving anti-money laundering, counter-terrorism, and cyber crimes. Members of law enforcement entities will also be subject to Leahy Amendment vetting.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (APRIL 2010)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or

advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a nongovernmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C.7102(9).

(d) The contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID." If the contract provides for the contractor to execute grants to nongovernmental organizations (not-for-profits or for-profits), per ADS 302.5.6 Grants under Contracts, then the contractor must comply with the assistance provisions in Section 3.A of this AAPD when awarding grants or cooperative agreements under its contract (in compliance with ADS 302.5.6(c) and (d)).

PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION - TIP (ACQUISITION) (MAY 2007)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

RIGHTS TO PROPOSAL DATA

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, USAID and CAP HAITIEN CUSTOMS SUPPORT PROJECT (CHCSP) shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) to all information included in the proposals submitted and to the technical data contained in the proposal.

DBA INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Allied World Assurance Company

(A) 199 Fremont St, Suite 1700, San Francisco, CA 94105
Primary contact: Fred Robinson Phone (415) 486-7516
Secondary contact: Gloria Richardson Phone (415) 486-7563

OR

(B) 1120 20th St, NW, Suite 600, Washington DC 20036
Primary contact: Ellen Rowan Phone (202) 862-5306
Secondary contact: Chris Thompson Phone (202) 862-5302

E-Mail: www.aon.com

MEDEX/MEDEVAC SERVICES

AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007) (Pursuant to class deviation OAA-DEV-2006-1c)

(a) Contractor must 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. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

AIDAR 48 CFR CHAPTER 7 CLAUSES INCORPORATED BY REFERENCE

AIDAR 752.211-70

LANGUAGE AND MEASUREMENT

JUN 1992

ANNEX C – Certification Regarding Terrorist Financing

Firm Name:

Certification Regarding Terrorist Financing

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> , or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient, or (iii) is not included in the exclusion list of System for Award Management website www.SAM.gov .

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> .

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification

"Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal

substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its terms.

FIRM: _____

SIGNATURE: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

ANNEX D - Evidence of Responsibility

COMPANY LETTERHEAD

**Prime Contract # [INSERT]
[PRIME CONTRACT NAME]**

Subcontractor Evidence of Responsibility Statement

1. Authorized Negotiators

Click here to enter organization name's proposal for the Click here to enter program name may be discussed with any of the following individuals. These individuals are authorized to represent Click here to enter organization name in negotiation of this offer.

Click here to list names of authorized negotiators/signatories.

These individuals can be reached at Click here to enter organization name's office:

Click here to enter organization's address

Click here to enter organization's telephone number

Click here to enter organization's email address

2. Adequate Financial Resources - FAR 9.104-1(a)

Click here to enter narrative providing evidence that the Subcontractor possesses adequate financial resources to perform the subcontract, or the ability to obtain them.

3. Ability to Comply - FAR 9.104-1(b)

Click here to enter narrative providing evidence that the Subcontractor is able to comply with the proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

4. Record of Performance - FAR 9.104-1(c)

Click here to enter narrative providing evidence of Subcontractor's history of performance on previous and current contracts.

5. Record of Integrity and Business Ethics – FAR 9.104-1(d)

Click here to enter narrative providing evidence of Subcontractor's history and record of integrity and business ethics.

6. Organization, Experience, Accounting and Operational Controls, and Technical Skills FAR 9.104-1(e)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, in order to be able to perform under the proposed subcontract and subcontract type. Include, as appropriate, elements such as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by Subcontractor.

7. Equipment and Facilities - FAR 9.104-1(f)

Click here to enter narrative statement providing evidence that Subcontractor has the necessary equipment and facilities, or ability to obtain them, to be able to perform under the proposed subcontract.

8. Eligibility to Receive Award - FAR 9.104-1(g) and 9.108

Click here to enter narrative statement regarding Subcontractor’s eligibility to receive an award under applicable laws and regulations. Statement must include Subcontractor’s current status with respect to being suspended or debarred, and whether or not Subcontractor is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but is not incorporated in a foreign country, or is a subsidiary whose parent company is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b).

9. Cognizant Government Audit Agency

Click here to enter the Name, address, and phone number of Subcontractor’s Cognizant Government Audit Agency. If Subcontractor does not have a NICRA and Cognizant Government Audit Agency, so state, and provide the Name, address and phone number of Subcontractor’s independent certified public accounting (CPA) firm.

10. Type of business/institution

Subcontractor certifies that it is a (indicate with “X” all that apply):

<input type="checkbox"/>	Non-U.S. owned/operated	<input type="checkbox"/>	Service-disabled veteran-owned small business
<input type="checkbox"/>	Non-profit	<input type="checkbox"/>	HUBZone small business
<input type="checkbox"/>	Large/Other than small business	<input type="checkbox"/>	Small disadvantaged business
<input type="checkbox"/>	Small business	<input type="checkbox"/>	Woman-owned small business
<input type="checkbox"/>	Veteran-owned small business		

10. Subcontractor’s DUNS and Employer Tax ID Numbers

Subcontractor’s DUNS Number: [Click here to enter DUNS number](#)

Subcontractor’s Employer Tax ID Number: [Click here to enter Tax ID number](#)

11. Subcontractor Certification

I hereby certify that the information contained in this Subcontractor Evidence of Responsibility Statement is true and correct to the best of my knowledge and belief.

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX E - Relevant Regulations

Clauses Incorporated by Reference

The following contract clauses pertinent to this document are hereby incorporated by reference (by Citation Number, Title, and Date) with the same force and effect as if they were given in full text. Upon request, offerors will be provided with the full text of these clauses. Also, the full text may be accessed electronically at the following internet address:

https://acquisition.gov/far/current/html/52_200_206.html#wp1137568

FAR

- 52.202-01 Definitions (Nov 2013)
- 52.203-06 Restrictions on Subcontractor Sales to the Government (Sept 2006)
- 52.203-07 Anti-Kickback Procedures (May 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
- 52.209-06 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
- 52.222-26 Equal Opportunity (Apr 2015)
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
- 52.227-01 Authorization and Consent (Dec 2007)
- 52.227-02 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
- 52.227-03 Patent Indemnity (Apr 1984)
- 52.227-09 Refund of Royalties (Apr 1984)
- 52.227-14 Rights in Data - General (May 2014)
- 52.227-19 Commercial Computer Software - Restricted Rights (Dec 2007)
- 52.228-03 Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
- 52.228-04 Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
- 52.232-01 Payments (Apr 1984)
- 52.246-23 Limitation of Liability (Feb 1997)
- 52.246-25 Limitation of Liability - Services (Feb 1997)
- 52.247-63 Preference for U.S. Air Flag Carriers (Jun 2003)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
- 52.248-01 Value Engineering (Oct 2010)
- 52.249-5 Termination for Convenience of the Government (Educational and Other Non Profit Institutions (Sep 1996)
- 52-249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

AIDAR Flow-Down Clauses

The following contract clauses pertinent to this document are hereby incorporated by reference (by Citation Number, Title, and Date) with the same force and effect as if they were given in full text. Upon request, offerors will be provided with the full text of

these clauses. Also, the full text may be accessed electronically at the following internet address:

<http://www.usaid.gov/ads/policy/300/aidar>

- 752.202-01 Alt 70 A.I.D. Definitions Clause - General Supplement for Use in All A.I.D. Contracts (Jan 1990)
- 752.202-01 Alt 72 A.I.D. Definitions Clause - Supplement for A.I.D. Contracts Involving Performance Overseas (Dec 1986)
- 752.209-71 Organizational Conflicts of Interest Discovered After Award (Jun 1993)
- 752.211-70 Language and Measurement (Jun 1992)
- 752.225-70 Source and Nationality Requirements (Feb 2012)
- 752.228-3 Workers Compensation Insurance (Defense Base Act) (Dec 1991)
- 752.228-7 Insurance -- Liability to Third Persons (Jul 1997)
- 752.228-9 Cargo Insurance (Dec 1998)
- 752.228-70 Medical Evacuation (MEDEVAC) (Jul 2007)
- 752.7002 Travel and Transportation (Jan 1990)
- 752.7003 Documentation for Payment (Nov 1998)
- 752.7004 Emergency Locator Information (Jul 1997)
- 752.7006 Notices (Apr 1984)
- 752.7007 Personnel Compensation (Jul 2007)
- 752.7008 Use of Government Facilities or Personnel (Apr 1984)
- 752.7009 Marking (Jan 1993)
- 752.7010 Conversion of U.S. Dollars to Local Currency (Apr 1984)
- 752.7014 Notice of Changes in Travel Regulations (Jan 1990)
- 752.7025 Approvals (Apr 1984)
- 752.7032 International Travel Approval and Notification Requirements (Apr 2014)
- 752.7033 Physical Fitness (Jul 1997)
- 752.7034 Acknowledgement and Disclaimer (Dec 1991)
- 752.7035 Public Notices (Dec 1991)