

REQUEST FOR QUOTATION

FACILITY OVERSIGHT

RFQ Number: ACCELERE-KIN-018

Chemonics International, acting for the **ACCELERE! Project**, is soliciting offers for the supply of facility oversight services described in Part IV – Scope of Work. This project is an official project of the U.S. Agency for International Development (Contract AID-660-C-15-00001) and is being carried out in Democratic Republic of Congo country.

Part I – General Instructions:

1. OFFER DEADLINE

Offers must be received no later than **17:30** local time on **12 April 2016**.

2. REPLY TO

Your offer must be identified with **RFQ # ACCELERE-KIN-018** and submitted in a sealed envelope to the ACCELERE! project office located at 11, Avenue Cocotiers, C/Gombe, Kinshasa, DRC, attn: Procurement Manager. Alternatively, instead of a sealed envelope, you can email your quotation to: procurement@ACCELERERdc.com. The subject line of the email should contain: **RFQ # ACCELERE-KIN-018**. In either case, whether your bid is submitted by sealed envelope or email, the offeror must include all of the documentation requested in this RFQ.

3. QUESTIONS/CLARIFICATIONS

All questions and/or clarifications regarding this RFQ must be in writing and submitted to one of the addresses stated in section 2 above no later than **17:30** on **08 April 2016**. 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 submitting a proposal. Chemonics may not respond to all inquiries.

4. TERMS AND CONDITIONS

Any subcontract awarded as a result of this RFQ will be governed by the terms and conditions of the Purchase Order included in Part V. Any changes requested by the Offeror to Attachment IV must be clearly stated in the Offeror's quotation.

Issuance of this solicitation does not in any way obligate Chemonics to award a contract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of the quotes. Chemonics reserves the right to modify the services being purchased.

5. EVALUATION AND NEGOTIATIONS

Best offer quotations are requested. Award will be made to a responsible supplier submitting an offer judged to be most advantageous to ACCELERE! Project in terms of cost, service, and delivery schedule. Award will be made based on the criteria below under Parts II and III. Evaluation points will not be awarded for price. Price will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, price will become the determining factor. Chemonics reserves the right to conduct negotiations and/or request clarifications prior to award.

6. ELIGIBILITY

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

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the Democratic Republic of Congo upon award of the subcontract.
- (ii) Companies or organizations, whether for-profit or non-profit, must have a DUNS number in order to receive an award if the award is to exceed \$30,000 U.S. dollars.¹
- (iii) Companies or organizations must have a local presence in the Democratic Republic of Congo at the time the subcontract is signed.

Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services, and are therefore ineligible to receive an award under this RFQ.

7. VALIDITY PERIOD

Offerors' proposals must remain valid for 45 calendar days after the proposal deadline.

8. INSTRUCTIONS FOR SUBMISSION OF OFFERS AND BASIS FOR AWARD

Technical:

¹ If offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include statement in their cover letter as follows: "Offeror certifies that should it be the successful offeror with whom a subcontract is negotiated, Offeror will obtain a DUNS number prior to receiving a subaward". Contact Dun & Bradstreet to obtain a number: <http://www.dnb.com/customer-service/global-customer-service-centers.html>. Guidance on obtaining a DUNS number is included as Annex 4 of this RFP.

Offerors shall respond to the questions listed in Part II which will become the Offeror's technical proposal.

Price:

Offerors must complete Part III and state the total fixed price amount required to complete the services requested in Part IV. Prices must be final, no taxes or fees are to be added later. Offers must be lump sum, firm fixed priced and expressed in United States dollars (USD). Offerors are liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Offerors are normally responsible as a result of operating its business.

Part II – Technical proposal – 100 total possible points

Offerors shall respond to each of the following questions:

Question 1

Please describe your experience providing similar services to those described in Part IV (Scope of Work). At a minimum please describe at least three (3) recent examples and provide contact information for these examples to include: name of individual; position title; phone/email address.

Points: 40

Question 2:

Please describe your process for recruiting, selecting, vetting and training the staff who will be providing the services described in Part IV.

Points: 40

Question 3:

Please describe your ability to quickly provide replacements for any staff who are unable to perform the services described in Part IV. For example, does the offeror have a pool of pre-trained and pre-vetted staff who can be provided on short notice? If so, please explain.

Points: 20

Part III – Price

The Offeror's total propose price for the services requested in Part IV is:

Monthly: _____ (USD)

Annually (12 months) _____ (USD)

Part IV – Scope of Work

Monthly provision and supervision of 3 guards at ACCELERE! Compliance officer's residence, 1 daytime guard (6:00am – 5:59pm) and 2 nighttime guards (6:00pm – 5:59am) for unarmed facility oversight services for 24-hours per day, 7 days per week at the Chemonics residence located at 5 Avenue Mandarinier, Commune de la Gombe, Kinshasa DRC. The Supplier shall monitor and provide supervision of facility oversight presence at the residence to ensure uninterrupted supply of services.

A. Residence Location and Environment:

- a. The Chemonics ACCELERE! Residence is located at 5 Avenue Mandarinier, Commune de la Gombe, Kinshasa, DRC. The residence is a house that includes 4 bedrooms, 2.5 bathrooms, a kitchen, a living room, and gated entrance.

B. Supplier shall ensure its guards assigned to the said location meet the following minimum service standards and qualifications:

- a. Have proficiency in French; including the ability to read and write
- b. Have at least 3 years of experience performing similar services
- c. Must not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease unless a court of competent jurisdiction has since declared the applicant competent
- d. Must not have been convicted of any felony or misdemeanor (Supplier shall certify that all staff working under this subcontract has a clean criminal background check)
- e. Must not be suffering from alcohol or narcotics addiction or dependence (Supplier shall certify that all staff working under this subcontract has a clean drug screening)
- f. Current first aid certification (Supplier shall provide copy of certification)
- g. Have basic security training
- h. Are physically fit to perform all job functions as evidenced by medical certification (which must be renewed annually) showing that the guards meet the following standards:
 - i. Able to lift, move, and carry objects weighing 25kg unimpeded and without assistance.
 - ii. Able to stand for long periods of time, walk, run, jump, and climb unimpeded and without assistance.
 - iii. Possesses uncorrected distant vision must be 20/100 or better in each eye and corrected to 20/20 in one eye and 20/30 or better in the other eye.
 - iv. Possesses the ability to distinguish basic colors, distinguish depth, and see clearly at night and in lowlight.

The Supplier shall certify that all guards assigned to work under this subcontract are physically fit in the aforementioned ways and as assessed by a licensed medical professional.

C. Supplier shall ensure that all staff working under this subcontract shall be equipped, at a minimum, with the following individual equipment:

- a. Work uniform(s) sufficient to maintain professional dress and appearance for all shifts

- b. Work boots (ankle-height black leather boots with steel toe and shank)
 - c. Personal/individual first aid kit comprised of:
 - i. Elastic bandage kit (multiple sizes)
 - ii. 4.5" gauze bandage (2)
 - iii. Surgical adhesive tape (10 yards)
 - iv. Latex and vinyl patient exam gloves (2 each)
 - d. Utility belt to carry the following:
 - i. Baton / nightstick
 - ii. Whistle
 - iii. Multifunction tool
 - iv. Two-way radio and spare battery
 - v. Mobile / cellular telephone (including airtime / phone credit), and spare battery
 - vi. Heavy-duty flashlight, spare batteries, and replacement bulb
 - e. Supplier shall ensure that the station where their staff are working is equipped with a charging station/equipment for two-way radio and mobile telephone
 - f. Rotations: The Supplier shall ensure Supplier staff are well rested and prepared. The Supplier shall not schedule any staff in excess of 12 hours per day. Supplier staff shall also not work more than 5 days in a row (sequentially) before having a full 24 hour period of rest, and must have off no less than 8 hours between shifts.
 - g. Supplier shall ensure that staff not work more than a 12 hour shift during a 24 hour period and no more than 60 hours during a seven day period
- D. Supplier shall provide the following services at the project location specified above:
- a. Provision of security personnel who are capable of providing a professional mixture of fixed and walking patrol of ACCELERE!'s project Residence compound;
 - b. Early warning to employees of impending danger from terrorists, criminals or other sources such as fire;
 - c. Installation of "Smart Patrol" to monitor guard patrol;
 - d. Assistance, when requested by Chemonics, to local authorities in thwarting criminal and terrorist attacks against Chemonics' property and assets;
 - e. Reporting of suspicious vehicles and/or persons to Chemonics;
 - f. Monitoring, recording and reporting of observations at assigned posts;
 - g. Completion of rounds of assigned areas at least twice per hour;
 - h. Maintenance of an entry/exit log that tracks the arrivals and departures of staff and guests and issuing guest badges as required by the project;
 - i. Maintenance of a 24-hour duty log of unusual activity and reports unusual activity to the compliance officer of Chemonics ACCELERE! and service provider's command post;
 - j. Physical examination of visitors and their possessions to detect unauthorized items or weapons;
 - k. Inspection of vehicle, package and individuals;
 - l. Discovery, prevention and detainment - when authorized by law - persons attempting or having gained entry to the ACCELERE! controlled property;
 - m. Summoning of local fire department and assisting in evacuation of personnel in the event of a fire;

- n. Summoning of professional assistance for individuals who become injured or ill while in buildings or on property under control of ACCELERE!;
- o. Reporting of potentially hazardous conditions and items in need of repair;
- p. Provision of emergency response to situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations;
- q. Knowledge and understanding of emergency drill procedures applicable at each post;

E. Supervision by Service Provider:

- a. The service provider will also be required to dispatch a supervisory patrol of guards. The supervisory patrols should be unplanned, not following a set schedule.

F. Reporting Lines:

- a. The Chemonics ACCELERE! Compliance officer, or his designee, shall be responsible for the supervision and management of daily activities of guards while they are on duty, but will report any incidences of concern of guard performance to the service provider's field supervisor or command center, as appropriate.

Part V – Purchase Order Terms and Conditions

PURCHASE ORDER

2. Supplier:
 Supplier Name
 Attention: Point of Contact
 Supplier Address
 Supplier City
 Telephone: Supplier Telephone #

3. Service Location
 See Part IV – Scope of Work

1. Purchase Order Number: XXXXXXXX

4. Start Date: January 1, 2016

5. Completion Date: December 31, 2016

6. Payment frequency: Monthly

7. Payment Terms: Net 30 Days

8. Bill To:
 ACCELERE! Project
 Attention: Procurement Officer
 Field Office Address
 Field Office City
 Telephone: Field Office Telephone #

9. Line Item	10. Description	11. Unit	12. Qty	13. Unit Price (specify currency)	14. Total Price (specify currency)
1	Monthly provision of oversight services at Compliance Officer's residence, detailed in Part IV – Scope of Work	each	24	0.00	0.00
Subtotal:					0.00
15. Total Purchase Order Amount (USD):					0.00

- 16. Additional Notes:**
- This purchase order is issued by Chemonics International Inc. ("Chemonics") on behalf of the USAID ACCELERE! Project, USAID Contract No. AID-660-C-15-00001. This project is being implemented by Chemonics in the Cooperating Country of Democratic Republic of Congo
 - The authorized USAID Geographic Code for this purchase order is Geographic Code 935.
 - The terms and conditions (Attachment 1) found in the following pages are incorporated into and form an integral part of this purchase order.
 - The scope of work (Attachment 2) found in the following pages are incorporated into and form an integral part of this purchase order

17. Chemonics Authorization of Purchase Order:

Name:

Title:

Date:

Signature

18. Supplier Acceptance of Purchase Order:

Name:

Title:

Date:

Signature

Attachment 1: Chemonics International Purchase Order Standard Terms and Conditions

I. **DEFINITIONS:** The following definitions apply to this purchase order and any related correspondence:

- a. "Chemonics" means Chemonics International Inc.
- b. "Cooperating Country" means the country(ies), identified on the purchase order cover page, where the services will be provided.
- c. "FAR" means the United States Federal Acquisition Regulation.
- d. "Geographic Code" means the country(ies) or area(s) assigned by USAID to a certain three digit code, as defined in United States Code of Federal Regulations (CFR) in 22 CFR §228, available at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>
- e. "Supplier" means the individual or firm, identified on the purchase order cover page, supplying the or services under this order
- f. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- g. "USAID" means the United States Agency for International Development.

II. **CONTRACT:** This purchase order (PO), when properly completed and signed by both parties, is the only form which will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics. The PO may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; absent such written consent, any assignment is void.

III. **PAYMENT:**

- a. As consideration for the delivery of all of the services stipulated in Box 10 of the cover page and Attachment 2, for the duration of the PO stated in boxes 5-6 of the coverpage, Chemonics will pay the Supplier the total listed in box 15 of the cover page. This figure represents the total price of this PO and is fixed for the duration of the PO. Payment shall be made through a series of installments corresponding to the payment frequency stipulated in box 6 of the cover page and in accordance with the below terms.
- b. Payment shall be made—via check or wire transfer—in the currency identified on the PO cover page for services that have been delivered to the delivery destination(s) set forth in the PO and that have been inspected and accepted by Chemonics. The Supplier shall submit an original invoice (or electronic invoice, if authorized) that includes, at a minimum: (a) name and address of the Supplier; (b) invoice date and number; (c) PO number; (d) description, quantity, unit of measure, unit price and extended price of the services provided. Payment will only be issued to the Supplier identified on the PO cover page; payment will not be issued to a third party.

IV. **ELIGIBILITY OF SERVICES AND SUPPLIERS:** The Supplier shall adhere to the following in carrying out this PO:

- a. The Supplier must be an organization incorporated or legally organized under the laws of—or (if an individual) a citizen or legal resident of—a country in the USAID Geographic Code identified on the PO cover page. The Supplier must also be meet the nationality requirements of 22 CFR 228.
- b. No commodities or services shall be eligible for payment under this order if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.

V. **CONFIDENTIALITY:** During the term of the PO and for three (3) years thereafter, the Parties agree to keep confidential all information related to security, finances or operations (Confidential Information) of the other Party, and shall not, without prior consent of the disclosing Party, disclose to any individual, third party, firm, corporation or entity such Confidential Information, except as may be necessary to perform its obligations under the PO, in which event the person receiving such Confidential Information must agree to be bound by the terms of this Section V. The receiving Party agrees to destroy or return any and all Confidential Information upon the written request of the disclosing Party or completion of the PO.

VI. **RESTRICTION ON PAYMENTS TO HOST GOVERNMENT OFFICIALS:** Any payments by the Supplier to employees of any government at any level shall be subject to the USAID policy on salary supplements found at this website: <http://www.usaid.gov/ads/policy/300/119780>, or as revised. When this issue arises during the life of the PO, the Supplier shall consult with Chemonics, who may consults with USAID, on any questions regarding the applicability of the policy. **For the avoidance of doubt, this restriction applies to any personnel provided by the Supplier under this PO who may also be members of the police, military or other host government agencies, departments or units.**

VII. **INSPECTION AND ACCEPTANCE:** The Supplier shall only tender for acceptance those services that conform to the requirements of this PO. Chemonics reserves the right to inspect or test any services that have been tendered for acceptance. Chemonics may require replacement of nonconforming services or re-performance of nonconforming services at no increase in PO price. If replacement or re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

VIII. **GOVERNING LAW AND RESOLUTION OF DISPUTES:**

- a. *Governing Law.* This PO, including any disputes related thereto, shall be governed by the laws of the District of Columbia, U.S.
- b. *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among the "Parties," arising out of the interpretation, performance, breach or alleged breach of this PO ("Dispute").
 1. *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (B)(2) below.
 2. *Executive Consultation.* For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
 3. *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this PO, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.
- c. *Obligation to perform work.* Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.

IX. **INDEMNITY AND SUPPLIER WAIVER OF BENEFITS.** The Supplier agrees to indemnify and save harmless Chemonics and its officers, employees, and agents from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of the Supplier's provision of goods or services under this PO.

X. **EXCUSABLE DELAYS.** The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

XI. **CHANGES:** Chemonics may at any time, by written order, and without notice to the sureties, make changes within the general scope of this PO. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this PO, an equitable adjustment shall be made in the PO price or delivery schedule, or both, and the PO shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this PO must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

XII. **TERMINATION FOR CONVENIENCE:** Chemonics reserves the right to terminate this PO, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this PO, the Supplier shall be paid a percentage of the PO price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of Chemonics using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Chemonics any right to audit the Supplier's records. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

XIII. **TERMINATION FOR CAUSE:** Chemonics may terminate this PO, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any PO terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to Chemonics for any and all rights and remedies provided by law. If it is determined that Chemonics improperly terminated this PO for default, such termination shall be deemed a termination for convenience.

XIV. **REPORTING AND TECHNICAL DIRECTION:** The Supplier shall render the services stipulated in the PO, under the general technical direction of the Lorraine Denakpo, acting Chief of Party, or his/her designee. The Lorraine Denakpo, acting Chief of Party, or his/her designee will be responsible for monitoring the Supplier's performance under this PO. The Supplier shall not communicate directly with USAID during the performance of this fixed price subcontract.

XV. **COMPLIANCE WITH U.S. EXPORT LAWS.** In furtherance of this PO, the Supplier warrants and agrees to comply with all U.S. laws and regulations governing its international activities, including but not limited to: (i) the export or re-export of goods, technology, and services under the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Regulations, 15 C.F.R. Parts 730 et seq.; (iii) the Foreign Asset Control Regulations, 31 C.F.R. Chapter V; and (iv) other applicable U.S. laws and regulations. The Supplier undertakes to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of goods or services. The Supplier agrees to cooperate in providing any reports or other documentation related to export compliance requested by Chemonics. The Supplier agrees to indemnify and defend Chemonics for any penalties, fines, or other regulatory action taken against Chemonics as a result of the Supplier's non-compliance with this provision.

XVI. **WORKER'S COMPENSATION INSURANCE:** If the order involves performance of incidental services (installation of USAID-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment) outside of the United States, then before commencing performance under this PO the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services.

XVII. **TAXES:**

The agreement under which this PO 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 this PO.

XVIII. **SET-OFF CLAUSE:** Chemonics reserves the right of set-off against amounts payable to the Supplier under this PO or any other agreement the amount of any claim or refunds Chemonics may have against the Supplier.

XIX. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

XX. **TERRORIST FINANCING PROHIBITION:** The Supplier 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 Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this PO.

XXI. **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this PO. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and or/criminal, as may be applicable. The Supplier and its employees, whether directly or indirectly engaged in the performance of this PO, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Chemonics.

XXII. STANDARDS OF CONDUCT – IMPROPER BUSINESS PRACTICES

- a. **Standards of Conduct – Improper Business Practices:** Corruption or any other improper business practices related to this solicitation and any resulting subcontract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Suppliers, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the PO or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under POs awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).
- b. **Codes of Conduct:** All Supplier employees shall conduct themselves according to the codes of conduct agreed between the parties, to include the following:
 - 1. Supplier's own Policy Regarding Use of Deadly Force
 - 2. International Peace Operations Association (IPOA) Code of Conduct
 - 3. Universal Declaration of Human Rights (1948)
 - 4. Geneva Conventions (1949)
 - 5. Protocols Additional to the Geneva Conventions (1977)
 - 6. Protocol on the Use of Toxic and Chemical Weapons (1979)
 - 7. Voluntary Principles on Security and Human Rights (2000)
 - 8. United Nations Convention on the Rights of the Child (1990), Principle Five of the United Nations Global Compact (2000) and other international conventions and laws regarding children and child labor

The codes of conduct not included in an attachment to this contract are included by reference and with the same force and effect as if they were given in full text.

In the event of individuals being caught participating in illegal or criminal activities, Supplier shall not detain such individuals or keep them in Supplier custody, but shall immediately notify the Chemonics Designated Contractor Representative or the Alternate who will, with all due care and speed, undertake to deliver such individuals to the competent authorities for the appropriate legal proceedings. In such an event, all reasonable efforts will be made to make sure that such individuals, while in the Supplier's custody awaiting transfer to competent authorities, are treated in accordance with generally accepted professional standards of safety, standards of conduct, and decorum.

In the event of non-compliance of the above stated policy in regards to detainees by any member of Supplier's staff, and following a formal complaint submitted to the competent Supplier's official, a full investigation will be conducted in accordance to Supplier's Standard Operational Procedures and the clauses in the contract of the said member of staff. This may lead to termination of contract on the basis of illegal or gross misconduct

- c. **Harassment:** Harassment, including sexual harassment, shall not be tolerated. In addition to the harassment policies of the Supplier, Chemonics has a "no tolerance" policy against any form of harassment, which Supplier and its personnel are subject to.

XXIII. **CLAUSES INCORPORATED BY REFERENCE:** This PO incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/loadmainre.html>. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Supplier". The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Supplier."

FAR Clause Number	FAR Clause Title
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)

Attachment 2: Scope of Work

Monthly provision and supervision of 3 guards at ACCELERE! Compliance officer's residence, 1 daytime guard (6:00am – 5:59pm) and 2 nighttime guards (6:00pm – 5:59am) for unarmed facility oversight services for 24-hours per day, 7 days per week at the Chemonics residence located at 5 Avenue Mandarinier, Commune de la Gombe, Kinshasa DRC. The Supplier shall monitor and provide supervision of facility oversight presence at the residence to ensure uninterrupted supply of services.

G. Residence Location and Environment:

- a. The Chemonics ACCELERE! Residence is located at 5 Avenue Mandarinier, Commune de la Gombe, Kinshasa, DRC. The residence is a house that includes 4 bedrooms, 2.5 bathrooms, a kitchen, a living room, and gated entrance.

H. Supplier shall ensure its guards assigned to project the said location meet the following minimum service standards and qualifications:

- a. Have proficiency in French; including the ability to read and write
- b. Have at least 3 years of experience performing similar services
- c. Must not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease unless a court of competent jurisdiction has since declared the applicant competent
- d. Must not have been convicted of any felony or misdemeanor (Supplier shall certify that all staff working under this subcontract has a clean criminal background check)
- e. Must not be suffering from alcohol or narcotics addiction or dependence (Supplier shall certify that all staff working under this subcontract has a clean drug screening)
- f. Current first aid certification (Supplier shall provide copy of certification)
- g. Has basic security training
- h. Are physically fit to perform all job functions as evidenced by medical certification (which must be renewed annually) showing that the guards meet the following standards:
 - i. Able to lift, move, and carry objects weighing 25kg unimpeded and without assistance.
 - ii. Able to stand for long periods of time, walk, run, jump, and climb unimpeded and without
 - iii. Assistance.
 - iv. Possesses uncorrected distant vision must be 20/100 or better in each eye and corrected to 20/20.
 - v. in one eye and 20/30 or better in the other eye

- vi. Possesses the ability to distinguish basic colors, distinguish depth, and see clearly at night and in lowlight.

The Supplier shall certify that all guards assigned to work under this subcontract are physically fit in the aforementioned ways and as assessed by a licensed medical professional.

- I. Supplier shall ensure that all staff working under this subcontract shall be equipped, at a minimum, with the following individual equipment:
 - a. Work uniform(s) sufficient to maintain professional dress and appearance for all shifts
 - b. Work boots (ankle-height black leather boots with steel toe and shank)
 - c. Personal/individual first aid kit comprised of:
 - i. Elastic bandage kit (multiple sizes)
 - ii. 4.5" gauze bandage (2)
 - iii. Surgical adhesive tape (10 yards)
 - iv. Latex and vinyl patient exam gloves (2 each)
 - d. Utility belt to carry the following:
 - i. Baton / nightstick
 - ii. Whistle
 - iii. Multifunction tool
 - iv. Two-way radio and spare battery
 - v. Mobile / cellular telephone (including airtime / phone credit), and spare battery
 - vi. Heavy-duty flashlight, spare batteries, and replacement bulb
 - e. Supplier shall ensure that the station where their staff are working is equipped with a charging station/equipment for two-way radio and mobile telephone
 - f. Rotations: The Supplier shall ensure Supplier staff are well rested and prepared. The Supplier shall not schedule any staff in excess of 12 hours per day. Supplier staff shall also not work more than 5 days in a row (sequentially) before having a full 24 hour period of rest, and must have off no less than 8 hours between shifts.
 - g. Supplier shall ensure that staff not work more than a 12 hour shift during a 24 hour period and no more than 60 hours during a seven day period
- J. Supplier shall provide the following services at the project location specified above:
 - a. Provision of security personnel who are capable of providing a professional mixture of fixed and walking patrol of ACCELERE!'s project Residence compound;
 - b. Early warning to employees of impending danger from terrorists, criminals or other sources such as fire;
 - c. Installation of "Smart Patrol" to monitor guard patrol
 - d. Assistance, when requested by Chemonics, to local authorities in thwarting criminal and terrorist attacks against Chemonics' property and assets;
 - e. Reporting of suspicious vehicles and/or persons to Chemonics;
 - f. Monitoring, recording and reporting of observations at assigned posts;
 - g. Completion of rounds of assigned areas at least twice per hour;

- h. Maintenance of an entry/exit log that tracks the arrivals and departures of staff and guests and issuing guest badges as required by the project;
- i. Maintenance of a 24-hour duty log of unusual activity and reports unusual activity to the compliance officer of Chemonics ACCELERE! and service provider's command post;
- j. Physical examination of visitors and their possessions to detect unauthorized items or weapons;
- k. Inspection of vehicle, package and individuals;
- l. Discovery, prevention and detainment - when authorized by law - persons attempting or having gained entry to the ACCELERE! controlled property;
- m. Summoning of local fire department and assisting in evacuation of personnel in the event of a fire;
- n. Summoning of professional assistance for individuals who become injured or ill while in buildings or on property under control of ACCELERE!;
- o. Reporting of potentially hazardous conditions and items in need of repair;
- p. Provision of emergency response to situations such as security alerts, civil disturbances, suspected or actual criminal violations and/or other life threatening situations;
- q. Knowledge and understanding of emergency drill procedures applicable at each post;

K. Supervision by Service Provider:

- a. The service provider will also be required to dispatch a supervisory patrol of guards. The supervisory patrols should be unplanned, not following a set schedule.

L. Reporting Lines:

- a. The Chemonics ACCELERE! Compliance officer, or his designee, shall be responsible for the supervision and management of daily activities of guards while they are on duty, but will report any incidences of concern of guard performance to the service provider's field supervisor or command center, as appropriate.