


CREATIVE
REQUEST FOR PROPOSALS (RFP)

Provision of Security, Logistics, Operations and Life Support Services for Creative Staff based in Erbil, Iraq

To : Offerors
From : Creative Associates International, Inc.
Subject : *Request for Proposal (RFP) No. RFP-Creative-17-04-004*
Performance Period : 12 months from receiving award, with possibility of extension

RFP Issue Date : 18 APR 2017
RFP Closing Date : 01 MAY 2017
RFP Closing Time : 4:00 PM – Washington, D.C. time (+4 GMT)

Reference : Iraq - Erbil Security, Operations, Logistics and Life Support Services

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms and organizations to submit a best-price proposal for Security, Operations Logistics and Life Support. Any work performed under this agreement will be funded under multiple U.S. Government (USG)-funded projects. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget/s and terms, and receiving client approval, if required. The Contract resulting from this award will be a single **firm fixed price purchase order (subcontract)**.

The requirements for these activities are described in the “Statement of Work” in Attachment I. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal per the instructions in Attachment II “Instructions to Offerors”. Proposals will be evaluated based on the “Evaluation Criteria” in Attachment III. Creative will make an award to the responsible Offeror submitting an offer which provides best value to the project: technical merit and price will be both considered.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above (01 MAY 2017). Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided and contain only requested information.

Any questions should be submitted **in writing** and emailed to procurementHQ@creativedc.com no later than **three days after** the issue date of this RFP (21 APR 2017). **No questions will be entertained if they are received by means other than the specified email address; any communications that are received at addresses other than ProcurementHQ@CreativeDC.com will result in the disqualification of the bidder.** The solicitation number should be stated in the subject line. Answers will be compiled and distributed within four days from the closing date of questions.

Proposals must be comprised of **one digital copy** of the Technical Proposal and **one digital copy** of the Cost/Business proposal, sent in separate e-mails addressed to the e-mail address above, labeled with the above-stated subject (Provision of Security, Logistics, Operations and Life Support Services for Creative Staff based in Erbil, Iraq).

Sincerely,
Creative Procurement Department

Attachments:

- Attachment I: Statement of Work
- Attachment II: Instructions to Offerors
- Attachment III: Evaluation Criteria
- Attachment IV: Proposal Cover Letter
- Attachment V: Terms and Conditions
- Attachment VI: Certifications and Assurances

**ATTACHMENT I: STATEMENT OF WORK FOR
Provision of Security, Logistics, Operations and Life Support Services for Creative Staff based in
Erbil, Iraq**

Background

Creative is currently exploring the potential for both the expansion of an existing USG-funded program, as well as exploring new contracting opportunities, which would require the set-up of field offices in Erbil, with the potential for expansion to Baghdad and/or other parts of Iraq. This expansion would be a new entry for Creative in Erbil, and may include expansion of an existing program to include stability support operations into eastern Syria from northern Iraq, and based in Erbil, as well as the possibility of new USG funded initiatives aimed on stabilization efforts in Erbil and surrounding areas. Creative is seeking a security partner that can provide turnkey solutions and support in the form of security, operations, logistics and life support services, as well as ensure any Iraq-based projects adhere to Creative Security Policies and Procedures and operate under our Field Operations Guidelines. The selected provider will also ensure that project specific security protocols are appropriate and robust enough to mitigate identified threats to Creative staff and assets. Vendors are free to propose joint partnerships with security providers or logistics firms throughout Iraq to satisfy the requirements of this Scope of Work. Should vendors propose a joint venture partnership, vendors must include documentation of legal registration of both, and documentation of the joint venture partnership arrangement.

Creative has a centralized global security operations approach to all our programming abroad. Our regional security managers based in strategically selected key locations and time zones further strengthens this approach. Based in Washington DC and reporting to the Director of Security, our Senior Manager Global Security Operations (SMGSO) oversees and supports all security operations for all projects globally. In addition to the SMGSO, Creative's Regional Security Manager (MENA) based in the UAE ensures our processes, systems and procedures are followed and implemented to further safeguard or programs, staff and information.

For Creative to ensure a tailor-made approach to our field operations, we require the selected vendor to provide high quality, professional and timely support services and risk management advice to the projects' leadership to ensure physical safety and security of all program personnel, as well as to provide hard security for the workplace and support to project travelers.

Requirements

With this RFP, Creative aims to identify suitable partners to provide turnkey Security, Operations, Logistics and Life support services in Iraq.

1. The selected vendor will provide an initial Security Risk Assessment document for Erbil (with the possibility to include Baghdad), inclusive of the surrounding areas in Iraq in proximity to the Syrian and Turkish borders, detailing background information, security risks, recent incidents, role players/actors, risk elements, approach to travel and journey management in and around Erbil (and other locations as determined), climate, etc. This shall be a living document and updated as new projects come online, or as required.
2. Full time expatriate project Security/Risk Manager/Medic (based in Erbil). These roles may be filled by one person, or multiple. In regards to medical qualifications, Creative requires a minimum qualification of Operational Medical Orderly, or Ops Medic.
 - a. A suitably qualified fulltime expatriate Project Security/Risk Manager (PSM), qualified medic, working 7 days per week and available on a 24/7 basis for emergency support purposes, to be embedded support to Creative projects in Erbil.
3. Security Support Services:
 - a. Static armed guards for an office and a guesthouse location; properly trained and locally registered for operations in Erbil and other locations to be determined:
 - i. Local National (LN) Guard Supervisors – 24/7 and 365 days per year
 - ii. LN Static Guards – 24/7 and 365 days per year.
 - iii. LN Female Searchers– 8 hours per day, 5 work days per week.
 - b. Local Security Liaison/Close Protection Officers (CPOs) / Team Leaders (TLs) to support staff travel in and around the Erbil areas, and immediate vicinity. Local Security Liaisons shall be unarmed LNs traveling in the vehicles with expats as needed to the field to assist with any

- local police coordination, as required. Creative anticipates an estimated total of 25 moves per month. These trips are anticipated to be restricted to the city and immediate outskirts. Bidders should include an amount charged for any trips that exceed 25 trips/month.
- c. Provide at short notice and on request, armed mobile security support services, in securing staff movement and enabling a robust system to assist staff movement in the event of a medical emergency in a hostile environment, secure movement in a high threat scenario or in response to a terrorist event. Secure transportations services to be provided by highly trained security personnel to transport Creative staff in either B6 armored or soft-skin vehicles equipped with radio communications and satellite tracking systems (tracked in real time).
 - d. Regular, accurate and up to date security reporting from the field – weekly and monthly reports (schedule to be determined with selected vendor).
 - e. Regular and rigorous training for the guards, CPO's and drivers (schedule to be determined with selected vendor).
 - f. Ability to react and provide crisis support, as and when needed. Creative will work with the selected vendor to determine what crisis support services are available and how that could be factored into the award.
 - g. Ability to adapt to any changes in the threat and operating environment in and around Erbil, and remain aligned with Creative's approach of service delivery to the client.
 - h. Ability to support Creative's operations in the implementation of a nimble, client-focused program reacting to operating environment changes on short notice.
 - i. Indicate the ability to safely support potential additional Creative tasks, such as travel outside of Erbil, whether for local or expatriate staff, in the Kurdish autonomous area, in northern Iraq, to the Syrian border.
 - j. Provide protective body armor and helmet for Creative staff, when needed. Creative will require a suitable number of PPE units to be on hand for all expatriate staff, whether travelling or in-office.
4. Provision of turnkey solutions for **an office**, inclusive of identifying a suitable safe location, setting up these offices (fully furnished and equipped with desks and chairs, fully upgraded to include Minimum Operating Security Standards (MOSS), conference room and furniture as well as other facilities for the number of people specified below: For Erbil:
- a. Up to 60 LN staff
 - b. Up 5-6 expats
 - c. Daily cleaning services
 - d. Daily lunch provided to local staff
 - e. Fully provisioned bathrooms for staff
 - f. Provide power solutions for a fully-functioning office of approximately 60 staff, with power to support office computers, printers, and other power requirements. Power solutions may include generator power, city power, or a combination thereof. Power solutions should include UPS devices to regulate flow and protect Creative equipment.
 - g. Provide fully functional AC's for the offices

MOSS shall be determined by the Security Risk Assessment (SRA), but for the purpose of this submission MOSS requirements will include, but will not be limited to:

- a. High perimeter walls with barbed wire, interior and exterior lighting
 - b. Proper stand-off from the road
 - c. Blast film on all windows
 - d. Solid vehicle/ pedestrian gates & solid exterior doors to compound entrances
 - e. Burglar proofing and security gates to all entrance gates accessible from the outside
 - f. Fire safety compliant (fire extinguishers, escape routes, alarm, intercom, etc)
 - g. Safe room / Bunker
 - h. Shelter in place on the compound
 - i. Guard towers and guard huts
 - j. Search facilities
 - k. Personal Protective Equipment (PPE) and Helmets
5. Expatriate managed operations center including 24/7 satellite tracking of mobile movements with options for remote log in access for corporate or home office security departments;

6. Fully secured and guarded discrete compound near to the airport – inclusive of flight booking assistance/services. Creative is looking to limit travel of the expatriate staff between office and GH locations. The ideal scenario would include both Erbil locations (office and GH) in close proximity to the airport (in town), but not isolated in residential areas around the airport. In other locations (to be determined), a safe neighborhood is the determining factor, rather than proximity to the airport (or a combination of a safe neighborhood as close as possible to the airport).
7. Arrival and security awareness briefings for all travelers.
8. Provision of a turnkey solution for a **guesthouse facility** in Erbil, fully furnished and equipped with the items mentioned below and able to cater for between 5-6 expats (inclusive of visitors);
 - a. Fully upgrades to MOSS
 - b. Double bed, inclusive of linen, blankets, pillows etc.
 - c. Dresser and wardrobe, suitable for long term stays
 - d. Rooms fitted with AC's, working and good condition
 - e. Generator and or city power able to support up to 10 expat staff with equipment
 - f. En suite facilities for each room (towels, hand soap and toilet paper)
 - g. Curtains and carpeting supplied
 - h. 3 meals per day, bottled water, coffee and tea available for all live-in staff
 - i. Cooks and cleaners
 - j. Laundry
 - k. Handyman availability
 - l. Creative will be responsible for the procurement of day to day office supplies.

Creative will entertain options that include two neighboring villas and/or a secure hotel as an overflow for visiting expatriate staff.

Security Support – Project Staffing

The security subcontractor, through the expatriate Project Security/Risk Manager, will be responsible for providing regular reporting and security advice (weekly and monthly reports), and specific alerts based on general and specific security intelligence about any potential risk and updates to the designated staff members. It will be the security subcontractor's responsibility to ensure the Project Security/Risk Manager is always up to date with the current security situation in Erbil and northern Iraq, especially in and around our project offices and implementation locations. The Security/Risk Manager should have real-time access to security and risk information about all areas of Erbil, northern Iraq and the Syrian border, in order to provide guidance and review any planned travel or activity in any part of Erbil, northern Iraq or the Syrian border area.

The PS/RM is envisioned as a key position in the project, with a full-time role and will be embedded with the project at the main office. The PS/RM will work closely with the Creative Headquarters (HQ) Security Department and will communicate closely with the GSOM and HQ Regional Security Manager (RSM) responsible for MENA. The illustrative scope of work (SOW) for the PSM role in meeting the overall objective/purpose of the contract is as follows:

1. Assist the Creative GSOM and RSM (MENA), with the initial and continual ongoing risk assessments of the project locations and operations, and make appropriate risk mitigation recommendations, in close liaison with Creative HQ Security;
2. Provide an intimate understanding of the Erbil and northern Iraq security context and be able to liaise with high-ranking contacts in local Police, Military, Intelligence and other security organizations as needed.
3. Provide timely risk management and security mitigation advice to the project COP;
4. Assist with the development, production, training, implementation and maintenance of project security plans and procedures, evacuation, crisis management, medical or other risk management plans as required by Creative Associates and the HQ Security department;
5. Assist with the development, production, training and implementation of driver and watchman/ static guard Standard Operating Procedures (SOPs) for Creative Associates locations – offices and guesthouse locations;
6. Provide in-country liaison and advice on all security related matters;
7. Provide specific security incident information relative to Creative's operations in Erbil and northern Iraq;
8. Attend regular security meetings with Creative staff in Erbil, and other project offices;

9. Using networks of local contacts, be able to brief Senior Project Management staff on the current security situation in Creative's areas of operations;
10. Advise on HCN and expat staff travel, with specific input on routes, timings and coordination during travel.
11. Manage and coordinate all Creative security and safety programs, plans and policies relevant to the project;
12. In coordination with Creative's GSOM and the RSM (MENA), formulate detailed security procedures for the project that comply with Creative security policies as described in the Creative Field Security Manual. This will include emergency response drills and communication procedures for each of the project locations;
13. Provide security, safety and risk mitigation advice and recommendations to the COP;
14. Ensure that project staff comply with project security procedures;
15. Monitor and analyze the ongoing threat environment faced by the project, and brief the COP accordingly;
16. Distribute threat warnings to all staff as appropriate;
17. Ensure that appropriate risk migration measures are adopted by the project to respond to the threats or changes in the threat picture/pattern faced by the projects. This is to include physical protection measures, safe working routines, movement restrictions, protection equipment and security staff provision, as required;
18. Oversee movement control and co-ordination for the project. This is to include driver and vehicle deployment, and staff whereabouts;
19. Report security incidents, violations and recommended corrective actions, as appropriate, to the COP, the appointing authority and the Creative Headquarters security team;
20. Ensure all new employee/contractor personnel receive appropriate security orientations and briefings;
21. Verify that all office/compound security devices such as locks, alarms, access systems and physical force protection measures are operational or reported for repair;
22. Ensure visitor access and vehicle control systems are effective and appropriate for the threat environment;
23. Maintain and continuously update the project Crisis Response Plan in coordination with the COP and Creative Headquarters security team;
24. Provide a weekly security report to the COP and Creative HQ security team;
25. Manage any working hours or out-of-hours emergency response at the project, and timely reporting to the COP and Creative HQ Security;
26. Assist the project with business continuity planning, as required;
27. Provide assistance to implementation of the Creative Information Security Plan (ISP) to ensure it is being followed by project staff, and to report any infringements to the COP;
28. Escort or accompany expat staff under heightened risk conditions to various project locations, as required;
29. Be contactable and reachable by Creative staff in Erbil 24 hours a day, 7 days a week to respond to security related incidents;
30. Be professional and flexible in their approach in order to participate in high level meetings with senior government security officials and officials of the US Mission.

Unarmed Guards, Guard Supervisors and Female Searchers

In relation to the unarmed guards, guard supervisors and female searchers the support service provider should be able to provide appropriately trained and well-dressed staff for this purpose. In your submission explain the standard equipment supplied with your guard staff. Their duties will include, but are not limited to the following:

- a. Access control & searching (pedestrian & vehicles), firefighting, situational & alert awareness of threats, visible deterrence, patrolling premises, record keeping, first aid, checking physical security measures for soundness, and incident & emergency response
- b. The Guards supervisor will ensure equal work distribution, quality control, and when required substitute as a reliever for short breaks to the guards.
- c. At any point in time during a day (24/7 basis) there should be sufficient security guard and Guard supervisor coverage for all our locations, as per an agreed LOE.

- d. Subcontractor shall ensure that guards and supervisor on duty are always in good physical condition, attentive and the duty shift for everyone is fixed in accordance with local labor law.
- e. Subcontractor shall be responsible to manage/monitor and ensure that there are always the right number of guards and guard supervisor on duty providing security to the office facility. However, day-to-day management oversight and deployment can be coordinated by the PSM on site.

Offices and Facilities Support and Management

The Services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their on-roll employees. However, in case if any sub-contracting of Services or any part of Service is required then such sub-contracting shall not be done without the prior written consent of Creative. Creative, upon receiving any such request regarding Sub-Contracting from the bidder, may ask any information regarding such sub-contractor from the Bidder and any such request shall be binding on the Bidder. Further, the Service Provider shall ensure that all the Covenants, Representations, Warranties and obligations under the prospective agreement with the Company shall be adhered and complied by the Sub- Contractor. Notwithstanding anything else stated in this RFP, in case of breach of any such Covenants, Representations, Warranties and obligations by the Sub-Contractor in the said Agreement, the Bidder shall indemnify and hold harmless the Company from and against any losses, liabilities, damages, claims, costs and expenses (including attorney's fee and expenses, any third party claims) which the Company or any of its Directors or officers may incur or suffer as a result of or in connection with such breach by the Sub-Contractor."

Single POC

One of the critical success factors for this service is a fulltime, dedicated, single point of contact assigned by the service provider. He / She will have authority over all staff and resources that are involved in service delivery.

Staff Training

The staff dedicated to this account may comprise of new hires & or existing on site staff. All resources will need to be trained by the service providers to ensure facility management & housekeeping services are managed as per best practice in the industry.

Improvements and Initiatives

The service provider will need to continuously review their service delivery model and operation to ensure there is constant process improvement.

Performance Management

The service provider will be measured qualitatively and quantitatively through the usage of Service Level Agreements (SLAs), Key Performance Indicators (KPIs). These SLAs and KPIs will be agreed during the contract negotiation process. Bidders should propose specimen SLAs and KPIs to cater to the stated scope of services.

Organization of Your Proposals

Please organize your technical and cost proposals to reflect the various services your company would like to be considered for, these scenarios include:

- Provision of a full time live in expatriate security/risk manager/medic
- Provision of full time unarmed guards (female searcher, static guards and guard's supervisors) for both the office and guesthouse locations
- Provision of soft skin project vehicles (Inclusive of drivers and fixers)
- Provision of armored vehicles, as needed (Inclusive of drivers and fixers)
- Provision of a fully equipped and serviced office, for up to 60 LN staff in a secure location and fully furnished with generators and or city power, desks, office chairs, AC's, conference tables, white boards, coffee tables. This service would be inclusive of cleaners and a handyman for emergency repairs. Also, the toilets will be supplied with toilet paper, hand soap and hand towels. The office will have a kitchen facility with a cook that could provide lunch to office staff daily.

- Provision of a fully equipped and managed guesthouse to cater for up to 10 expatriate staff in a secure location with generator and city power, fully furnished with double beds (linen included), pillows and mattresses, dresser and cupboard, en suite with hand soap, toilet paper and towels, curtaining and carpeting. Fully equipped dining room with all utensils, 3 meals a day and a full time cook. Cleaning staff attending to cleaning chores in the guest house as well as laundry.

Period of Performance:

We anticipate a period of performance of 12 months with the possibility of extension.

ATTACHMENT II

INSTRUCTIONS TO OFFERORS

A. General Instructions

These Instructions to Offerors will not form part of the offer or of the Contract. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The proposal and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed. Additionally, all proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
2. Proposals must include only the Offeror's own work. No text should be copied from sources outside of your organization, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
3. Proposals and all cost and price figures must be presented in USD. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order (subcontract) will be issued to the successful offeror in USD as per requirement of local Law.
4. The Offeror must state in their Proposal the validity period of their offer. The minimum offer acceptance period for this RFP is **90 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 90 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not make reference to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly on the basis of technical merit.
6. Offerors must be licensed and authorized to conduct business in Erbil and northern Iraq, within the regulations of the Kurdish Regional Government and the Iraq national government as evidenced by submission of a copy of a valid Business License, Articles of Incorporation, or municipal license endorsed by local authorities in Iraq. The license must clearly show a license number, official government endorsement and a date of issue and date of expiry.
7. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by Creative. All such costs will be at the Offeror's expense.
8. **Responsibility Determination:** Award shall only be made to "responsive" subcontractors. To enable Creative to make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
9. **Late Offers:** Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late as a result of circumstances beyond the Offeror's control. Late offers will only be considered at the procurement department's discretion.
10. **Modification/Withdrawal of Offers:** Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFP closing date.
11. **Disposition of Proposals:** Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror's proposal, the Offeror must alert Creative and must annotate the material by marking it "Confidential and Proprietary" so that these sections can be treated appropriately.
12. **Clarifications and Amendments to the RFP:** Any questions regarding this solicitation must be **emailed** to procurement@creativcdc.com. No questions/clarifications will be entertained if they are received by another means. The solicitation number should be stated in the subject. Responses will be compiled and emailed to the requesting potential Offeror, and will be sent to all organizations that requested this RFP, or re-posted publicly if offered as a full and open competition.

13. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. It is strongly recommended that Offerors present their best offer. Creative also reserves the right to make multiple awards or no awards.

Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.

B. Submission of Proposal:

Proposals must be submitted in **two separate e-mails as follows:**

1. E-mail 1 – Technical Proposal (electronic version in pdf or word)
2. E-mail 2 – Cost/Business proposal (electronic version in pdf or work, with all budgets in excel with formulas unlocked and worksheets unprotected)

Each e-mail should be clearly labeled with the project title (Provision of Private Security Services for Creative Staff based in Erbil, Iraq).

Offerors who do not submit their technical and cost proposals in separate e-mails will be automatically disqualified.

C. Content of Proposal:

The proposal shall be comprised of four sections:

- i. The Cover Letter (Attachment IV)
 - ii. Copy of the Offeror's Valid Business license
 - iii. The Technical Proposal
 - iv. The Cost/Business Proposal
- 1) The Cover Letter: should be on the Offeror's letterhead and **MUST** contain the information requested in Attachment IV.
 - 2) Business License
 - 3) Technical Proposal:
 - a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
 - b. The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is "technically capable" of implementing the activity, and should demonstrate the Offeror's understanding of and capabilities to carry out the work, and address the key issues described in the Evaluation Criteria in Attachment III.
 - c. The Technical Proposal should be divided into clearly separate sections **following the same order** of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
 - d. **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**
 - 4) The Cost/Business Proposal: must be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP. At a minimum, the Cost/Business proposal should include the following information:
 - a. A detailed budget that provides a break-down of costs by line item. Note that any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs. **Use the budget template presented in the Evaluation Criteria, in Attachment III.**
 - b. Detailed and comprehensive cost notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.

- c. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).

Failure to comply with any of the above points will result in the Offeror being considered “unresponsive” and the proposal may be rejected.

If an Offeror provides insufficient information in their technical and/or cost proposal, Creative reserves the right to request additional information, or to request a revised proposal from the Offeror, if necessary.

Creative reserves the right to make no award, or multiple awards, under this RFP.

**ATTACHMENT III
EVALUATION CRITERIA**

Basis of Award: The award will be made to the offeror whose offer presents the Best Value: the optimal combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Cost/Business proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will have their Cost/Business Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Cost/Business proposals will not be considered.

SAMPLE EVALUATION CRITERIA

1. Technical Competence – presented in the Technical Proposal (100 points)

A. Technical Approach 70 points

Provide a clear, specific and succinct technical proposal that covers both the conceptual and practical approaches of how to achieve the objectives of this project. Specifically, please address the following, **in the order specified below:**

Item	Requirement	Points Available
1) Problem statement and evidence of local knowledge	Giving specific examples <u>from Erbil and northern Iraq</u> , please describe the problem your organizational expertise will address through this project. A problem statement with a demonstrated understanding of the problem and the ability to relate them to Creative objectives and goals will receive a higher score than a problem statement that does not include this information.	15 points
2) Local Knowledge	A statement demonstrating local knowledge in the area of operation specified in the statement of work, including but not limited to partnerships and relationships the provider holds with local security companies, security organizations, and other partners working in these areas.	10 points
3) Ability to operate: Facilities, Offices and Staffing	Ability to provide security and logistical support in the area of operation specified in the statement of work, including access and ability to provide rapid response services. Please provide the following: a) Evidence of the ability to provide qualified security staff in the project area of operation specified in the statement of work, as demonstrated by a staffing plan for this activity, showing titles, reporting relationships and primary duties of each proposed position. b) Evidence of the ability to provide secure and a fully functional turnkey guesthouse with support services and staff in the project area of operation specified in the statement of work; c) Evidence of the ability to provide secure and a fully functional turnkey office inclusive of qualified support staff and services in the project area of operation specified in the statement of work. Staffing plans that propose staff with qualifications and experience related to the tasks stated in this RFP will be evaluated more favorably than staffing plans that do not take these factors into consideration.	15 points 15 Points 15 Points
Total		70 points

If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.

B. Past Performance and Experience	30 points
Document and summarize your proven track record of successfully implementing similar activities. Using the exact table format provided below , please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. You may also include recommendation/appreciation letters and certificates as attachments.	
Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP will be scored more favorably than offerors that do not meet these criteria. Please note that Offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal.	

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFP	(d) Performance period (date, duration and if completed on schedule)	(e) Prime or Subcontractor?	(f) Amount for the activity	(g) Name & Contact Info (E-mail <u>and</u> phone) of client
1							
2							
3							

C. Attachments

Not Scored

You may include recommendation/appreciation letters and certificates as attachments, or any other documentation you wish to further support your proposal, **submitted separately from the rest of the technical proposal**. Content presented here will not be scored.

2. Cost Reasonableness and Financial Capability – presented in the Cost/Business Proposal.

Not Scored

- a) Submit a detailed budget to carry out this work. Creative's review of the Cost Proposal shall determine if the overall costs proposed are realistic for the work to be performed, reflect a correct understanding of the project requirements, and are consistent with the Offeror's Technical Proposal. Creative will also review individual line items and determine if they are allowable, allocable and reasonable.

The following is a format for the detailed budget. The Offeror may list any reasonable, allowable and allocable cost line items, but must follow the major categories listed below, breaking down all "lump sum" items as much as reasonably possible. Any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs.

Description	Unit (day/month)	Quantity	Unit Cost USD	Total Price USD
A) Program Staffing				
B) Program Material and Equipment				

C) Program Administration and Services				
Total				

Cost proposals providing more direct funding towards programming outputs and local labor, instead of staff salaries and administrative or overhead costs, will be reviewed more favorably.

- b. Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
- c. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).

Offerors that do not provide the above-required items as part of their Cost/Business proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, or unreasonable items and costs, in the reviewer’s evaluation, will be considered unresponsive and may be disqualified from further consideration.

Best value determination for award

Creative will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques. In all solicitations, Creative will consider and conduct an evaluation on the basis of both technical capacity and cost. The relative importance of these two factors will vary depending on the nature of the activity. In rare cases, Creative may award to a firm other than the highest technically rated Offeror or the lowest price Offeror, in accordance with FAR 15.101-1.

Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror’s technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.

ATTACHMENT IV
FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON ORGANIZATIONAL LETTERHEAD

City, Country
<Date>

To: Creative Procurement Team

Dear Sir / Madam:

We, the undersigned, offer to undertake the **Erbil Security Services** project, in accordance with your Request for Proposal dated **[Insert MM/DD/YYYY]** and our Technical and Cost/Business Proposal submitted herein.

Our organization's details are as follows:

- i. Company's Name
- ii. Company's Address
- iii. Name of Company's authorized representative:
- iv. Telephone #/Cellular Phone #, Email address:
- v. Validity Period of Proposal
- vi. A valid Business License

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand you are not bound to accept this or any Proposal you receive.

We also certify that our organization:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record;
- (d) has a satisfactory record of integrity and business ethics;
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature:

Name and Title of Signatory:

Date:

**ATTACHMENT V
TERMS AND CONDITIONS**

1. **Relationship with the Client** – The Subcontractor does not have a direct relationship with the client under this Subcontract. The Subcontractor shall not communicate with any official or employee of the client concerning any aspect of this Subcontract without the explicit prior written authorization of Creative’s Corporate Monitor. All required client approvals must be initially directed through Creative. In all instances where “client” appears, “Creative” will be substituted, within all referenced clauses.
2. **Agreement and Conditions** – This order and documents specifically incorporated herein by reference contain all the agreements and conditions made between Creative and the Subcontractor and supersede and replace all other agreements between Creative and the Subcontractor. It may be modified in writing only, signed by the parties hereto.
3. **Subcontracts** – The Subcontractor agrees not to subcontract for complete or substantially complete parts or work called for by the order without first obtaining the approval of Creative.
4. **Independent Subcontractor Status** – The Subcontractor has entered into this Subcontract as an independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between Subcontractor and Creative or any of its employees.

Other than Work to be performed under this contract for which an employee or consultant is assigned by the Subcontractor, no such employee or consultant of the Subcontractor shall engage, directly or indirectly, either in his/her own name or in the name of or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he/she make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

In performing the Work, the Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss, to include those applicable in the country in which the Work is being performed, if outside of the United States. The Subcontractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.

Except as otherwise directed by Creative, the Subcontractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Subcontractor to perform the services required hereunder.

5. **General Notices** – The Subcontractor is required to immediately notify Creative of any circumstance which may negatively impact the timely performance of this Subcontract.
6. **Price and Delivery** – The Subcontractor shall furnish the supplies and services called for by this order in accordance with the price(s) and delivery schedule stated herein.
7. **Indemnification/Limitations of Liability** – The Subcontractor shall defend, indemnify, and hold harmless the client and Creative from and against any and all claims, liability, losses, cost or expenses, including attorney’s fees, arising out of the negligence, acts, errors or omissions of the Recipient, its agents, officers and directors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual or available insurance coverage. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants and lower-tier Subcontractors or sub-grantees. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries including death, which may occur throughout the performance of this Subcontract.

Creative, in turn, will defend, indemnify, and hold harmless the client and the Subcontractor from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the negligence, acts, errors or omissions of Creative. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries including death, which may occur throughout the performance of this Subcontract.

The Subcontractor agrees to carry and maintain insurance coverage satisfactory to Creative to cover the above and upon Creative's request, to furnish to Creative certificates or other appropriate evidence of such insurance.

8. **Applicable Law** – In the performance of the Work under this Subcontract, the Subcontractor shall comply with all applicable laws, rules, and regulations including host country laws, rules and regulations should the Work be performed outside of the United States. This Subcontract shall be construed, interpreted and applied in accordance with the laws of the District of Columbia except those portions of the Federal Acquisition Regulation (FAR) or other regulations applicable to government procurement that are incorporated by full text or reference in the Subcontract. These provisions shall be interpreted in accordance with the Federal common law of Government as applied by the Federal Courts, Board of Contract Appeals, and quasi-judicial agencies of the Federal government.
9. **Disputes and Resolutions of Conflicts** – For any issues or claims arising out of or relating to the terms of this Subcontract, or the breach thereof, both parties agree to provide best efforts to resolve such issues through documented communications between identified personnel herein. For any controversy or claim which cannot thus be settled amicably, both parties may agree to go to arbitration.

The place of arbitration shall be Washington DC, United States of America. The language to be used in the arbitral proceedings shall be English. As independent, irrevocable covenants to each other, neither party will institute any action or proceed against the other party in any court or judicial forum concerning any matter under dispute, other than to seek entry of a judgment upon an award rendered by the arbitrator(s) pursuant to these terms and conditions.

The provisions in this Article shall survive the termination or expiration of the Subcontract. During the term of any pending controversy or claim hereunder, the Subcontractor shall proceed diligently with the performance of Work under the Subcontract in accordance with the direction(s) given by Creative.

10. **Changes** – Creative may - with the consent of the Subcontractor – make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. Creative may make unilateral changes, by written notice to the Subcontractor, when in the best interest of the client. If any change causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, Creative shall make an equitable adjustment and modify in writing the Subcontract as applicable. Any claim by Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to Creative's Corporate Monitor or designee within thirty (30) calendar days from the date of receipt by Subcontractor of the written change authorization from Creative or within such extension of that 30-day period as Creative, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Creative Corporate Monitor.

Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

The Subcontractor will, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified

herein, notify Creative's Corporate Monitor within five (5) working days, of such changes and will request written disposition.

11. Termination and Suspension – Creative may provide written notice to suspend, delay, or interrupt all or a part of the Work to be provided hereunder for a period of up to ninety (90) days after the suspension order is delivered to the Subcontractor. In such event, the Subcontractor will resume work of the suspended activities only upon written notice from Creative. If any suspension, delay or interruption causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, Creative may make an equitable adjustment and modify the Subcontract in writing. Any claim by the Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Subcontractor Administrator within thirty (30) calendar days from the date of the notice. Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.

Creative may, at its sole discretion, require corrective action per FAR 8.406-3 Remedies for nonconformance. Creative also maintains the right to terminate this subcontract in whole or part for convenience, per FAR 52-249-4 and -6.

12. Inspection – All supplies and services will be subject to inspection and test by Creative, its customers, higher tier contractors, and the U.S. Government, at all times and places, as such parties may require. The Subcontractor shall provide without additional charge all reasonable facilities and assistance for the safety and convenience of the foregoing parties in performance of such inspections and tests. In case any supplies or services are defective in material workmanship or otherwise not in conformity with the requirements of this order, Creative will, in addition to any other rights, have the right to: (i) reject same and rescind the order as to the rejected supplies or services; (ii) reject same and require the correction thereof by the Subcontractor; or (iii) accept same and deduct from the amount due the Subcontractor the cost of remedying such defect. If Creative elects the foregoing (ii), the Subcontractor will promptly replace same with supplies or services acceptable to Creative in accordance with Creative's instructions at no expense to Creative. If the Subcontractor fails to replace or correct promptly such supplies or services in accordance with Creative's instructions, Creative may (i) by contract or otherwise replace or correct such supplies or services and charge the Subcontractor the cost occasioned Creative thereby, or (ii) terminate this purchase order agreement for default in accordance with the clause hereof entitled "Termination". Notification of prior rejection will be submitted with replacement of such rejected supplies and Services. Final inspection and acceptance will be made by Creative or its customers at destination unless otherwise specified in this order. The Subcontractor will provide and maintain an inspection system acceptable to Creative. Records of all inspection work by the Subcontractor shall be kept complete and available to Creative during the performance of this order and for such longer period as Creative determines. No inspection (including source inspection, tests, approval including design approval), or acceptance by any of the foregoing parties shall relieve the Subcontractor from responsibility for all defects or other failure to meet the requirements of this order or from any warranties. Rights hereunder are cumulative and in addition to any other rights or remedies provided in this order or in law of equity.

13. Assignment – The Subcontractor will not assign this order or any rights thereunder or any monies due or to become due thereunder without the prior written consent of Creative, and no purported assignments by the Subcontractor shall be binding on Creative without its written consent thereto. This is not a restriction on hiring consultants or on ancillary procurements.

14. Copyrights – The Subcontractor agrees that all copyrightable material produced by the Subcontractor under this Purchase Order Agreement shall be a work for hire and, as such, the sole property of Creative. Creative shall have exclusive rights to reproduce such materials in any country or countries.

15. Patents – The Subcontractor guarantees that the sale and use of each and all articles and things now or hereafter delivered hereunder will not infringe any patent or copyright; that the Subcontractor will, at its own expense, defend any action, suit, or claim or assist in defense thereof, including any brought against the U.S. Government, in which an infringement of any patent or copyright is alleged with respect to the

sale or use of such articles or things; and that the Subcontractor will indemnify and save harmless Creative and its customers and uses, including the Government, from any and all losses, costs, and damage for infringement or alleged infringement of any patent or copyright because of the sale or use of such articles or things.

- 16. Patent Rights** – The Subcontractor will disclose promptly to Creative all ideas, inventions, discoveries, and improvements, hereinafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder that are in the performance of its work under this Purchase Order Agreement. The Subcontractor agrees to keep a written record of its technical activities and that all such records and such Subject Inventions shall become the sole property of Creative. During or subsequent to the period of this Purchase Order Agreement, the Subcontractor will execute and deliver to Creative all such documents and take such other actions as may be reasonably required by Creative to assist it in obtaining patents and vesting in Creative, or its designee, title to said Subject Inventions.
- 17. Risk of Loss** – The Subcontractor will bear all risk of loss on supplies called for by this order until final acceptance by Creative, or its customer at destination, unless otherwise specified in this order, except for loss occasioned by gross negligence of Creative or its customer. The Subcontractor also assumes all risk of personal injury, and all risk of damage to or loss of personal property furnished by it.
- 18. Packing and Shipping** – Unless otherwise provided herein, no charge will be made by the Subcontractor for containers, crating, boxing, bundling, dunnage, drayage, storage, or other packing requirements. All supplies will be packed, packaged, marked, and otherwise prepared for shipment in accordance with sound commercial practice to meet requirements for obtaining lowest transportation rates, or as otherwise specified herein. The Subcontractor shall mark containers or packages with necessary lifting, loading, and shipping information, order number(s), account number, date of shipments, and names and addresses of consignor and consignee. An itemized packaging sheet must accompany each shipment unless otherwise specified.
- 19. Access to Records** – Creative, the Client Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any records of the Subcontractor which are directly pertinent to this Purchase Order for the purpose of an audit or examination.
- 20. Confidential and Proprietary Information** – In performing the Work, the Subcontractor shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than Creative, either during or after the term of this Subcontract (or for the period of time stipulated in applicable data), any proprietary information of Creative, whether relating to the Work performed hereunder or to the business and affairs of Creative, or Creative's Client. Such information shall include, without limitation, Creative or Client manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of Creative unless disclosure is required by law, in which case notification of the request for such information shall be provided to Creative prior to release. Information identified in writing by the Subcontractor as confidential and/or proprietary shall be similarly treated by Creative. This clause applies to information which has been designated as proprietary or which should be treated as proprietary in light of the circumstances surrounding its acquisition without the prior written consent of Creative.

The Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of Creative which shall not be unreasonably withheld.

All evaluations, reports, records, and other work products relating hereto produced by the Subcontractor pursuant to this Subcontract shall be considered technical data and subject to the provisions of FAR 52.227-14, Rights in Data--General.

The terms of confidentiality shall remain in force for three (3) years from the date of project completion, or termination of this Subcontract whichever is greater.

- 21. Warranty** – The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and services furnished by the Subcontractor under this Subcontract.

Subcontractor warrants that all goods and services (to include any recommendations made or reports submitted) provided under this Subcontract shall be new and free from defects and faults in material and workmanship, suitable for their intended purpose, fit for consumer use, if applicable, of the highest industry standard, and in conformance with any and all technical specifications, drawings, and standards of quality and performance provided by either Creative or its Client. Any goods or deliverables required under this Subcontract shall be in the format specified by Creative and shall be subject to acceptance by Creative. Additionally, Subcontractor's warranties together with any service warranties from third parties, to include manufacturer or supplier warranties, shall comply with all requirements identified in Creative's prime contract with its Client and shall be passed on to and in the name of both Creative and Creative's Client. Said warranties shall survive any delivery, inspection, acceptance, or payment by Creative.

- 22. Inspection and Acceptance** – Creative has the right to inspect and test all work, services and materials performed or provided under this Subcontract, to the extent practicable at all places and times during the term of the Subcontract. Creative shall perform inspections and tests in a manner that will not unduly delay the Work. If any inspection or evaluation is made by Creative on the premises of the Subcontractor or sub-tier Subcontractors, the Subcontractor shall provide, and shall require sub-tier Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of Creative representatives in the performance of their duties.

Creative's acceptance of the services and deliverables provided by Subcontractor under this agreement are dependent upon Creative obtaining acceptance from its Client, where appropriate.

- 23. Rights and Remedies** – No failures of or delay by Creative in the exercise of any right under this Subcontract shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other such right. The waiver by Creative of any breach of any provision of this Subcontract shall not be deemed to be a waiver of any subsequent breach or of any other provision of this Subcontract.
- 24. Force Majeure** – Neither the Prime nor the Subcontractor shall be liable by reason of any failure in the performance of this Subcontract in accordance with the terms hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such causes may include, but are not limited to, acts of God, acts of government, municipal, or other authority, fires, floods, epidemics, quarantines, strikes, and labor disputes.
- 25. Standards of Business Ethics & Conduct** – Creative believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. It is imperative that Creative employees, agents, Subcontractors and representatives adhere to a particularly high ethical standard. Creative's expectation is that Subcontractor also will conduct its business fairly, impartially and in an ethical and proper manner.

Signing this Subcontract certifies that Subcontractor meets any and all applicable requirements for having a code of ethics and business and compliance program.

**ATTACHMENT VI
CERTIFICATIONS AND ASSURANCES**

Attachment 1, Certifications and Assurances

I. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

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 is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - 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 Web site: <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:
 - a. "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 must 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 will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Recipient:

 Typed Name and Title

 Signature

 Date

II. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient:

Typed Name and Title

Signature

Date

III. Key Individual Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature

Date

Name: [Click here to enter text.](#)

Title/Position: [Click here to enter text.](#)

Organization: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Date of Birth: [Click here to enter text.](#)

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

IV. Participant Certification Narcotics Offenses and Drug Trafficking

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.
2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: [Click here to enter text.](#)

Title/Position: [Click here to enter text.](#)

Organization: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Date of Birth: [Click here to enter text.](#)

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

V. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

1. The recipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000- d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;
 - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;
 - c. The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;
 - d. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
 - e. USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.
2. If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

Certification of Recipient:

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Signature

Date

Name: [Click here to enter text.](#)

Title/Position: [Click here to enter text.](#)

Organization: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Date of Birth: [Click here to enter text.](#)