



**REQUEST FOR PROPOSALS (RFP)**  
**Cameroon OTI**

**To** : Bidders  
**From** : Creative Associates International, Inc.  
**Subject** : Request for Proposal (RFP) No. RFP-CAM-SEC-002  
**Subproject #** : Cameroon OTI – Yaoundé Residence and Maroua Regional Office  
**Performance Period** : One year from date of award with potential for additional option years

**RFP Issue Date** : 17 FEB 2017  
**RFP Closing Date** : 03 MAR 2017  
**RFP Closing Time** : 4:00 PM – Local Time – Washington D.C.

**Reference** : USAID SWIFT IQC No. AID-OAA-I-14-00011, Task Order No. AID-OAA-TO-16-00033 - USAID/OTI Cameroon Security Services

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms to submit a best-price proposal for the provision of security services to be provided under the USAID/OTI Cameroon Program funded through USAID Contract No. AID-OAA-I-14-00011, Task Order No. AID-OAA-TO-16-00033. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget and terms, and receiving USAID's Contracting Officer consent, if required. The Contract resulting from this award will be a single **firm fixed price purchase order**.

The requirements for this activity 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 according to 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, firms should submit a complete proposal no later than the closing date and time indicated above. 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@creativcdc.com](mailto:ProcurementHQ@creativcdc.com) no later than **four days after** the issue date of this RFP (21 FEB 2017). **Any communications that are received at addresses other than [ProcurementHQ@CreativeDC.com](mailto:ProcurementHQ@CreativeDC.com) will result in the disqualification of the bidder.** No questions will be entertained if they are received by means other than the specified email address. The solicitation number (RFP-CAM-SEC-002) should be stated in the subject line. Answers will be compiled and distributed within three days from the closing date of questions.

Proposals must be sent according to the instructions in Attachment II and labeled with the above-stated subject, subproject number and title, and delivered to:

Creative Procurement Department  
[ProcurementHQ@CreativeDC.com](mailto:ProcurementHQ@CreativeDC.com)

Sincerely,  
*Creative Procurement Department*

**Attachments:**

Attachment I: Statement of Work	Attachment IV: Proposal Cover Letter
Attachment II: Instructions to Offerors	Attachment V: Prime Contract Flow-Down Clauses
Attachment III: Evaluation Criteria	

**ATTACHMENT I**  
**STATEMENT OF WORK FOR**  
**Provision of Security Services for Creative's Yaoundé Residence and Maroua Regional Office,**  
**Cameroon**

**Background**

Creative is currently implementing a USAID/OTI-funded project in Cameroon, focused on stabilization in the far north of the country. Under this project, Creative currently operates in Yaoundé and has a regional presence in Maroua with programming focused in the North and Extreme North regions of Cameroon.

With Creative's presence in Cameroon, the company is looking to establish a security management structure to facilitate and incorporate continuity of security operations, combined with increased security communication and coordination between and amongst program staff in the two offices. Creative's security provider will be key to this effort, and will assist in ensuring our staff adhere to the Creative security policies and procedures, and that project specific security protocols fit well within the coordinated countrywide approach.

Creative has a centralized security approach to all our international programming operations. Regional security managers based in strategically selected key locations and time zones further strengthen this approach. Based in Washington DC and reporting to the Director of Security, our Senior Manager Global Security Operations supervises and supports all security operations for all projects globally and in addition also ensures that our processes, systems and procedures are followed and implemented to further safeguard our programs, staff and information.

In order for Creative's security department to ensure a tailor-made approach to our field operations, we require the subcontractor to provide high quality professional and timely security services to ensure physical safety and security of all program personnel, as well as provide hard security for the workplace, and expatriate residences.

**Requirements of the Selected Provider:**

Under this contract, Creative is seeking a security provider that will provide:

1. Static guards for a residence in Yaounde. Unarmed, static guards for project staff residence in Yaounde (address and location to be provided to the selected bidder). Static guards on a 24/7 and 365 days per year rotation. One guard per shift during day and night shifts for this location – 3 guards in total.
2. Trained unarmed guard supervisors, guards and a female searcher for our Maroua office. Provider must be able to demonstrate a good relationship with, or be a registered local national security company in Cameroon. Guard Supervisors (Maroua) and Static Guards shall be provided 24 hours per day, seven days a week and 365 days per year.
3. Female Searchers for **Maroua office location only** – 08 hours per day, 5 work days per week (to align with the standard workweek in Maroua).
4. Accurate and up to date security reporting from the field on a regular basis to be determined in consultation with Creative staff.
5. Ability of Provider's staff to provide vigilance and feedback from a local perspective. The selected security provider shall demonstrate that guards, female searchers and guard supervisors are recruited locally, giving them the ability to identify evacuation routes, safe havens and no-go locations in and around Yaounde and Maroua. Any local staff shall be recruited from the areas in which they will work.
6. Adapt and change to the environment in Cameroon and remain aligned with Creative's approach and ability to work in the area.

Offerors are requested to submit a proposal which covers the following:

1. Overall security approach – this should describe the offeror's approach to security management of the guards, female searchers and guard supervisors as well as training of these guards. In particular, this should address the approach that is used in more fluid environments in the North and Far North regions of Cameroon.
2. Incident response and management – this should discuss methods utilized by the security provider to respond to incidents, to mobilize resources and to communicate this to Creative (through alerts, ad hoc briefings, after action reports and the like).
3. Staffing plan – offeror shall include as part of the proposal CVs of qualified and experienced security guards, female searchers and guard supervisors that will be utilized for both offices and residences

and an overall staffing plan/organizational chart which indicates reporting lines, roles and responsibilities. CVs shall not count against page limits.

4. Selection process for guards – outline training and skill requirements for guards, describe the process by which they are vetted, provide details on equipment that is provided, provide a copy of standard operating guard procedures and response actions taken to circumstances
5. Past experience – offeror is requested to provide a list of other organizations/companies with whom they have worked using the form in attachment III section B
6. Insurance coverage – offeror is required to provide proof of insurance coverage with information on type of covered that the company holds (i.e. bodily injury, property damage, employers' liability etc.)

### **Location of Duty**

These guard functions will be based in Maroua and Yaoundé.

### **Unarmed Expatriate Residence Guards Scope of Work:**

1. Selected company shall provide location security 24/7 at residence
2. Guard shall report any incident to either COP or OPS Manager, depending on location
3. Regular, unscheduled supervision check-ins by guard supervisor to ensure staff remain alert
4. Ability to contact with, and support from, an Operations Room Quick Reaction Force, in case of emergency
5. Guards needs to be in full uniform, boots and rain gear as well as jacket for winter time
6. Flash light, radio or mobile phone to be provided by selected provider
7. Radios must come with an existing frequency licensed for use by your company.
8. Duties will include but are not limited to: access control & searching (pedestrian & vehicles), firefighting, situational & alert awareness of threats, visible deterrence, patrolling premises, record keeping, and first aid, checking physical security measures for soundness, incident & emergency response.
9. Guard will be overseen by the respective Guard Supervisor and the Project Security Manager and/or Operations Manager of the program.
10. Regular training of guards is a requirement and a schedule and training program needs to be provided

### **Unarmed Guard Supervisors, Guards and Female Searcher Scope of Work:**

1. Selected company must possess all the required valid licenses to operate guard services in Cameroon.
2. Radios must come with an existing frequency licensed for use by your company.
3. Duties will include but are not limited to: access control & searching (pedestrian & vehicles), firefighting, situational & alert awareness of threats, visible deterrence, patrolling premises, record keeping, and first aid, checking physical security measures for soundness, incident & emergency response.
4. The guards will be overseen in their duties by the respective Guard Supervisors and the Project Security Manager and or Operations Manager of the program.
5. Regular training of guards is a requirement and a schedule and training program needs to be provided

### **Personnel Requirements:**

1. Guards to be physically fit, Medical category 'A', and able to perform all functions of the job as described.
2. Fully vetted by your company, including verified as of good character and free from convictions by police authorities and parent unit. Selected company must provide a copy of Character Certificate prior to commencement of duties.
3. Must possess either police or a military background or have previous guard services experience.
4. Personnel should be fully trained in 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, incident & emergency response.
5. The company must provide to their guards: complete uniform, including boots/shoes, flash light, cell phone and other essential tools required for the position (please itemize in your proposal). Rain coats for rainy season month to be supplied as well.

**Daily Schedule for Guard Services**

- **Guard Shifts:** Vendors shall clearly describe in their proposal the guard shifts, and outline the number of hours for each shift (Preferred 3 X 8 hour shifts per day).
- **Guards Maroua:** Three security guards, per shift are required to be present at the Creative Maroua Regional Office, on 24/7/365 basis ensuring round-the-clock vigil and managing access control for the office facility.
- **One Guard Supervisor** per shift for command and control (4 guard supervisors for the guard force).
- **Guards Yaoundé Residence:** One security guard per shift is required to be present at the COP residence in Yaounde (2 guards on rotation and 1 on an off cycle), on 24/7/365 basis ensuring round-the-clock vigil and managing access control for the office facility. **No Guard Supervisors** are required in Yaounde.
- **Female Searcher: One** female is expected to be available daily for one shift from 7:30 AM through 17:30 PM on all five working days of the week in **Maroua only**.

<b>Location</b>	<b>Guard Supervisor</b>	<b>Guards</b>	<b>Female Searcher</b>
Maroua	4	12	1
Yaoundé Residence	0	3	0

Firms must indicate what professional liability insurance coverage is held by the company.

**Period of Performance:**

The Period of Performance for this scope of work will be for twelve (12) months from the date of award. Creative may exercise an additional twelve (12) month option period, pending the successful performance of the award. Accordingly, service providers shall provide itemized pricing for a period of 12 months, with option-year pricing included.

**Page Limit:**

Offeror’s proposals shall not exceed fifteen (15) pages.

**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 **local currency**. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order will be issued to the successful offeror in local currency 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 Cameroon, as evidenced by submission of a copy of a valid Business License. The copy of the license must clearly show a license number, official government stamp 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, Offerors 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 ProcurementHQ@CreativeDC.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.
14. Eligibility of Firms – Source/Origin/Nationality: The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is 935. A full discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see

[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/22cfr228\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html)). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

**Failure to comply with 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, labelled as follows:**

1. E-mail 1 – Technical Proposal
2. E-mail 2 – Cost/Business proposal.

Each e-mail should be clearly labeled with the RFP number and project title.

Proposals must be delivered no later than the specified date/time to the address below.

Creative Procurement Department  
[ProcurementHQ@CreativeDC.com](mailto:ProcurementHQ@CreativeDC.com)

**Offerors who do not submit Technical & Cost proposals separately 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	Max Score
1) Problem statement and evidence of local knowledge	Giving specific examples <u>only from the aforementioned locations</u> , please describe the problem your organizational expertise will address through this project. Given the local context in Cameroon, please provide examples of how security (guard services) is implemented and continuously upgraded for areas such as Maroua. Explain the difference in your approach with these services between the Yaounde and Maroua offices – if any.	10 points
2) Methodology	Considering the Statement of Work in Attachment I, please describe in detail the following: a) The steps, in chronological order, that you will take to implement the work. Make sure to describe any innovative approaches or technology you plan to use. b) A description of similar project supports you implemented in the past and lessons you learned that will be incorporated into the activity described in this RFP – indicate locations where you have a presence in the far north especially. c) Training of guards, frequency and training schedule and curriculum  Methodologies that indicate a greater practical understanding of implementing the work, and more innovative yet realistic ways of carrying out the work will be scored more favorably than those that do not consider these factors.	20 points
3) Sample materials	Provide samples of the materials (i.e., training modules etc.) you will use to train and educate guards to enable them to better execute their duties, keeping in mind that many may have only a low-level of literacy.  Note that only illustrative sample materials for this particular activity or sample materials used on similar projects implemented in the past will be accepted for this criterion. Offerors who provide only a list of topics will not receive any points for this category.	15 points
4) Coordination plan	Describe how the guard supervisors in Maroua would have access to management of the company, either in Maroua or Yaounde or both locations. Show reporting structures, chains of command, response lines and lines of communication in the event of a crisis or incident. Share an incident management plan that would be applied at project office level.	10 points
5) Safety verification	Please describe the practical measures you will take to: a) Monitor and mitigate project risks; b) Ensure the safety of both your staff and project staff and assets in each location  Safety verification plans that more realistically and comprehensively identify relevant risks and mitigation measures, and that propose and ensure the safety of participants through relying on local ownership of the project will be evaluated more favorably than those plans that do not take these factors into consideration.	10 points
6) Staffing	Please provide the following, in order: A staffing plan for this activity that includes the following information for each proposed staff member: -Name: -Proposed position on your team: -Summary of relevant expertise and experience a) CVs for each proposed staff member. Each CV should be no longer than one page in length.  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.	5 points
<b>Total</b>		<b>70 points</b>

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, **stapled/bound 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 XAF	Total Price XAF
<b>A) Program Staffing</b>				
<b>B) Program Material and Equipment</b>				
<b>C) Program Administration and Services</b>				
<b>Total</b>				



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, 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 also 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 **[Insert RFP No], [Insert project title]**, 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

### PRIME CONTRACT FLOW-DOWN CLAUSES

Work performed or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the Contract recipient of the Agreement resulting from this award.

#### Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses

The following FAR Clauses are applicable to this specific subcontract, incorporated here by reference.

52.202-1	DEFINIITIONS	Jul-04
52.203-3	GRATUITIES	Apr-84
52.203-5	COVENAT AGAINST CONTINGENT FEES	Apr-84
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sep-06
52.203-7	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLIGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-05
52.204-2	SECURITY REQUIREMENTS	Aug-96
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	Aug-00
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHWN SUBCONTRACTING SEP 2006 WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	Sep-06
52.215-2	AUDIT AND RECORDS –NEGOTIATION	Jun-97
52.215-8	ORDER OF RECEDENCE—UNIFORM CONTRACT FORMAT	Oct-97
52.215-11	PRICE REDCUTION FORDEFECTIVE COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-13	SUBCONTRATOR COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-14	INTEGRITY OF UNIT PRICES	Oct-97
52.215-15	PENSION ADJUSTMENT AND ASSET REVISIONS	Oct-04
52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	Jun-05
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97
52.216-7	ALLOWABLE COST AND PAYMENT	Dec-02
52.216-8	FIXED-FEE	Mar-97
52.217-8	OPTION TO EXTEND SERVICES	Nov-99
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99
52.222-26	EQUAL OPPORTUNITY	Apr-02
52.222-29	NOTIFICATION OF VISA DENIAL	Jun-03
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sep-06

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	Sep-06
52.223-6	DRUG-FREE WORKPLACE	May-01
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	Feb-06
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION	Feb-06
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	Mar-08
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	Aug-96
52.227-14	RIGHTS IN DATA-GENERAL	Jun-87
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	Apr-84
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	Mar-90
52.230-2	COST ACCOUNTING STANDARDS	Apr-98
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Apr-05
52.232-9	LIMITATION ON WITHHOLDING or PAYMENTS INTEREST	Apr-84
52.232-17	INTEREST	Jun-96
52.232-22	LIMITATION OF FUNDS	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT ALTERNATE I	Oct-03 Feb-02
52.232-33	PAYMENT BY ELECTRONIC FUNDS—CENTRAL CONTRACTOR REGISTRATION	Oct-03
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	May-99
52.233-1	DISPUTES	Jul-02
52.233-3	PROTEST AFTER AWARD ALTERNATE I	Aug-96 Jun-85
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACTO CLAIM	Oct-04
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	May-01
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	Jan-97
52.242-14	SUSPENSION OF WORK	Apr-84
52.242-15	STOP-WORK ORDER ALTERNATE I	Apr-89 Apr-84
52.242-17	GOVERNMENT DELAY OF WORK	Apr-84
52.243-2	CHANGES--COST REIMBURSEMENT Alternate II (Apr 1984)	Aug-87
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	Jun-07
52.244-6	SUBCONTRACTS FOR COMMERCIAL TEMS	Sep-06
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	May-04
52.246-23	LIMITATION OF LIABILITY	Feb-97
52.246-25	LIMITATION OF LIABILITY—SERVICES	Feb-97
52.247-63	PREFERENCE FOR 0.5.-FLAG AIR CARRIERS	Jun-03

52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	Feb-06
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	Feb-06
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	May-04
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	Apr-84
52.249-6	TERMINATION (COST-REIMBURSEMENT)	May-04
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84
52.249-14	EXCUSABLE DELAYS	Apr-91
52.253-1	COMPUTER GENERATED FORMS	Jan-91

## 1.) Agency for International Development Acquisitions Regulations (AIDAR) (48 CFR 7) Clauses

752.202-1	DEFINITIONS	Jan-90
752.204-2	SECURITY REQUIREMENTS	(undated)
152.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST	Jun-93
	DISCOVERED AFTER AWARD	
752.211-70	LANGUAGE AND MEASUREMENT	Jun-92
752.225-71	LOCAL PROCUREMENT	Feb-97
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT Property-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	Apr-84
752.7001	BIOGRAPHICAL DATA	Jul-97
752.7002	TRAVEL AND TRANSPORTATION	Jan-90
752.7006	NOTICES	Apr-84
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	Apr-84
752.701	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	Apr-84
752.7011	ORIENTATION AND LANGUAGE TRAINING	Apr-84
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	Oct-89
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	Jan-90
752.7015	USE OF POUCH FACILITIES	Jul-97
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	Jan-99
752.7019	PARTICIPANT TRAINING	Jan-99
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	Apr-84
752.7025	APPROVALS	Apr-84
752.7028	DIFFERENTIALS AND ALLOWANCES	Jul-96
752.7029	POST PRIVILEGES	Jul-93
752.7031	LEAVE AND HOLIDAYS	Oct-89
752.7033	PHYSICAL FITNESS	Jul-97
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	Dec-91
752.7035	PUBLIC NOTICES	Dec-91

### Restriction on Certain Foreign Purchases (June 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(a) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or

North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

### **1.3 4-14.001**

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix B, for:

- (i) Itself, if it is a non-U.S. entity;
- (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity: means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

**(End of Provision)**