



Request for Proposals # RFP-II-CONST-PROG-02

Construction and Rehabilitation Services

Dear Sir or Madam,

Chemonics International Inc. **through Chemonics Iraq LL.** (hereinafter referred to as “Chemonics”), acting on behalf of the Office of Transition Initiative (OTI) United States Agency for International Development (USAID) and the Iraq Community Resilience Initiative Ta’afi (ICRI-Ta’afi), under Prime Contract No. AID-OAA-TO-I-14-00006, Task Order No. 7200AA18F00019 is soliciting proposals from companies to provide construction and rehabilitation services upon request of ICRI-Ta’afi.

Chemonics realizes that Offeror may have additional questions after reading this RFP. In consideration of the current situation regarding COVID-19, Chemonics is planning to hold two proposal conferences which will provide Offeror with the option of attending in person (either in Erbil or Baghdad) or virtually. The conferences will provide prospective Offeror an opportunity to learn more about ICRI-Ta’afi and to have questions about this RFP answered, and to learn more about the proposal and subcontracting process. **Attending one of the proposal conferences (either in person or virtually) is mandatory.** Pre-registration to attend the proposal conference is required. Please email your pre-registration and any advance questions to the Procurement team Construction@icritaafi.org by **July 19, 2023**. Interested Offeror can submit their questions to the Procurement Team according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all Offerors who indicate their interest.

This RFP does not oblige Chemonics to execute a subcontract, nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. The basic contract includes a minimum obligation amount of \$ 50,000. And Maximum Ordering Limitation. This subcontract includes a cumulative ceiling price in the amount of \$5,000,000.00 total for all IQS holders combined over a 12 month period. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

ICRI-Ta’afi Project

Request for Proposals

IQS – CONST – PROG - 02

For the provision of

Construction and Rehabilitation Services

Contracting Entity:
Chemonics Iraq LLC

Funded by:
United States Agency for International Development (USAID)

Funded under:
ICRI-Ta'afi

USAID Prime Contract No. 7200AA19D00015
USAID Task Order No. 7200AA21F00006

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

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

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

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

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

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

Please contact suri@icritaafi.org with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

IQS RFP Table of Contents

List of Acronyms

Section I Instructions to Offerors

- I.1 Introduction
- I.2 Offer Deadline
- I.3 Submission of Offers
- I.4 Requirements
- I.5 Indefinite Quantity Type Subcontract and Future Task Orders
- I.6 Source of Funding and Geographic Code
- I.7 Chronological List of Proposal Events
- I.8 Validity Period
- I.9 Evaluation and Basis for Award
- I.10 Negotiations
- I.11 Terms of Subcontract
- I.12 Privity

Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

- II. 1 Background
- II.2 Scope of Work
- II.3 Period and Place of Performance
- II.4 Staffing
- II.5 Expected Deliverables

Section III Firm Fixed Price Subcontract (Terms and Clauses) Attached – Annex 10.

- Annex 1 Sample Proposal Cover Letter
- Annex 2 Required Certifications
- Annex 3 UEI and SAM Registration Guidance
- Annex 4 Environmental Monitoring and Mitigation Plan
- Annex 5 Environmental Monitoring Report – Planning and Design
- Annex 6 Environmental Monitoring Report – Implementation
- Annex 7 Fixed Unit Prices – Material
- Annex 8 Fixed Unit Prices – Material
- Annex 8 Fixed Unit Prices – Trainings for the end-user.
- Annex 9 Example Bank Guarantee for Performance Security

List of Acronyms

CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
FDR	Fixed Daily Rates
IQS	Indefinite Quantity Subcontract
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
RFP	Request for Proposals
SAF	Strategic Activities Fund
SOW	Scope of work
STO	Sub Task Order
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development
USAID/Iraq	USAID Mission in Iraq
USG	U.S. Government
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

ICRI-Ta'afi, funded by USAID and implemented by Chemonics, is working towards a more inclusive and prosperous Iraq by empowering Iraqis to lead positive change. The program works with a variety of partners to implement small grants, including civil society organizations, youth and volunteer groups, faith-based organizations, and local governance entities.

ICRI-Ta'afi seeks qualified companies to provide construction services for its activities; these will include small-scale construction and/or rehabilitation projects, including but not limited to parks, schools, roads, and marketplaces.

Chemonics anticipates issuing more than one award. The award(s) will be in the form of an indefinite quantity subcontract (IQS) with sub-task orders (STOs) issued priced on a firm fixed price basis (hereinafter referred to as "the IQS"). The successful Offeror(s) shall be required to adhere to the statement of work and terms and conditions of the IQS, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this IQS RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the IQS. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by Sections II and III. Chemonics will subsequently solicit individual orders for the scope of services requested. These individual orders are called STOs. While the IQS will contain the main terms and conditions and the pricing methodology to be used in negotiating STOs, each STO will contain specific information regarding the services being requested by ICRI-Ta'afi, including the period of performance, deliverables, and other details about the specific work ordered. STOs issued under the IQS will be on a **Fixed Price STOs** basis. The Offeror shall develop a budget (i.e., cost proposal) for each STO using the pricing methodology set forth in the IQS. Chemonics will not reimburse the Offeror for any costs associated with managing the IQS; each STO must stand on its own.

This IQS RFP does not obligate Chemonics to execute any STOs nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Unless otherwise stated, the periods named in the IQS RFP shall be consecutive calendar days.

I.2. Offer Deadline

Offerors shall submit their offers no later than 18:00 Baghdad time on **August 10, 2023**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. In accordance to FAR 52.215-1(c)(3)(ii)(A) late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit **zipped files**. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Please include the RFP number in the subject line of your email.

I.4. Requirements

To be determined responsive, an offer must include all of the documents and sections included in I.4.A and I.4.B.

A. General Requirements

Chemonics anticipates issuing an IQS to an Iraqi company or organization, provided it is legally registered and recognized under the laws of Iraq and is in compliance with all applicable civil, fiscal, and other applicable regulations.

Companies that submit proposals in response to this IQS RFP must meet the following requirements:

- (i) Companies must be legally registered under the laws of Iraq upon award of the IQS.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iii) Companies must have a local presence in Iraq at the time the IQS is signed. They should also be able to work in the following areas: Mosul, Sinjar, Dhi Qar, Anbar, Salah Aldin, Baghdad, and Basra.

B. Required Proposal Documents

1. Cover Letter

The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. E-mail
- vi. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- vii. Taxpayer Identification Number
- viii. Official bank account information
- ix. Other required documents that shall be included as attachments to the cover letter:

- a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- b) Copy of company tax registration, or equivalent document.
- c) Copy of trade license, or equivalent document.
- d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.
- e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this IQS RFP.

2. IQS Technical Proposal

Offerors must prepare and submit an IQS-specific technical proposal which shall respond to and include the following comprise the following parts: -

- **Part 1: Technical Approach, Methodology and Detailed Work Plan.**

This part shall be between 5 and 20 pages long but may not exceed 20 pages.

The Tenderer shall provide the following details regarding their technical approach and methodology as related to rehabilitation/construction services. The technical approach methodologies proposed by the Tenderer shall meet recognized industry standards, align with Iraqi Standard Specifications, and be cost efficient while taking into consideration the project’s location and availability of materials and equipment. Offeror should provide their standard approach to the following phases of renovation/construction work:

- Demolition
- Design review
- Procurement
- Fabrication
- Installation
- Site and material management
- Access plan.

Offeror shall also include the following:

- An outline of the offeror’s approach to quality control and quality assurance (with a description of testing and inspecting).
- Policies and procedures Offerors have in place to prevent kickbacks and other ethics violations.
- Tenderer’s approach to USAID branding and marking as described in the scope of work.
- How Offeror will ensure adherence to Chemonics’ Environmental Monitoring and Mitigation Plan (EMMP) requirements, as outlined in Annex 4. This includes incorporating environmental considerations in design documents as necessary and following environmental guidelines throughout implementation. As a part of these requirements, Offeror must provide the following:
 - o Health and Safety Plan. Per USAID environmental compliance regulations, the selected Subcontractor will be required to follow an approved occupational health and safety plan

during activity implementation. The technical offer should include the Tenderer's occupation health and safety plan, including how personal protection equipment is used, evacuation plans if required, specialized training for hazards, and first aid training.

- Waste Management Plan. Also, per USAID environmental compliance regulations, the selected Subcontractor will be required to follow an approved waste management plan. The Technical Offer should include how the Tenderer will properly dispose, store, and collect hazardous and construction waste in accordance to Iraqi laws including Law No. 2 2014 Environmental Protection from Municipal Waste and Law No. 27 2009 for Protection and Improvement of Environment.

- **Part 2: Recruitment and Staffing Plan.**

This part shall be between 2 and 5 pages long but may not exceed 5 pages.

A key component of Chemonics' work is to ensure local labor is being utilized in the locations of our activities. As such, a proportion of 'new workers' for the implementation of each task order should be employed as suitable. Offerors are requested to provide a recruitment plan explaining how they will engage local labor to help implement construction/renovation activities, including but not limited to identifying different levels and/or types of work that would allow the new hire of local labor, any required trainings that will be provided, the tenderer's recruitment/employment practices for short-term work, and monitoring and quality control requirements and responsibilities. The key regions in which Chemonics anticipates implementing rehabilitation/construction projects are as follows:

- Mosul
- Sinjar
- Ninewa Plains
- Basra
- Anbar
- Salah AlDin
- Dhi-Qar
- Baghdad

Chemonics strongly encourages all Offerors to consider diversity and inclusion when assembling their key personnel teams and in recruitment of a local labor workforce.

- **Part 3: Corporate Capabilities, Experience, and Past Performance.**

This part shall be between 2 and 7 pages long but may not exceed 7 pages.

Part 3 must include the following: -

- A description of the company, with appropriate reference to any parent company and subsidiaries. Offeror shall provide examples of relevant projects in scope and size, from \$25,000 USD to \$1 million USD, funded by international organizations, preferably in the development sector. Offeror must include details demonstrating their experience and technical ability in implementing the technical approach/methodology.
- Five past performance references of similar work (under contracts or subcontracts) previously implemented, in the above listed locations, as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the Tenderer's performance, name and address of the company for

which the work was performed, and email and phone number of the point of contact. Chemonics reserves the right to check additional references not provided by a Tenderer.

- Demonstrated proof of being able to work in the locations above, such as current and/or expired authorization letters, or a plan on how they will obtain required authorizations.
- Demonstrated expertise of key personnel in relation to the scope of potential work, including relative degrees, licenses, and certifications. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract. The price of the subcontract to be awarded will be based on the fixed unit prices for the materials found in Annex 7 and the fixed training prices per day found in Annex 8. Please note that the inclusion of separate line items for any indirect costs or fee will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirect and fees.

If unanticipated materials or training are required at the time of issuing a scope of work for an anticipated sub-task order, these costs will be negotiated and agreed to in writing with Chemonics prior to sub-task order signing.

If Offerors have fixed unit prices for material or training they regularly utilize or believe to be required, they are invited to provide these as a separate list. These line items will not be a part of the official proposal, but they may be used if the tenderer is selected for award after being checked for reasonability.

Offeror are expected to provide their best prices at current market conditions. Considering fluctuations in market conditions, an economic price adjustment clause will be included in the terms of the subcontract per FAR 52.216-2 if a unit price increases by more than five percent (5%), but no more than an aggregate ten percent (10%) of the original subcontract unit price. Chemonics may exercise the terms of FAR 52.216-2 depending on the circumstance. Additional details can be found in clause B.3 below.

The agreement under which this procurement is financed is exempt from the payment of taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. **Therefore, offerors may not include taxes, VAT, charges, tariffs, duties in their quotations.**

In addition, **if applicable**, prior to starting work under each sub-Task Order, the selected Subcontractor shall be required to purchase Defense Base Act (DBA) insurance as required per FAR 52.228-3 AIDAR 752.228-3. This insurance will be reimbursed through each sub-task order upon submission of a policy certificate to Chemonics. Chemonics shall notify the Subcontractor at the proposal stage for each sub-Task Order if the Subcontractor is required to procure DBA. Costs associated with DBA insurance should not be included in this cost proposal.

Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of a Tenderer's proposed cost. Chemonics also reserves the right to conduct price negotiations prior to award. All cost information must be expressed in USD.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

I.5. Indefinite Quantity Type Subcontract and Future Sub Task Orders (STOs)

a) This IQS RFP will result in the award of an indefinite quantity type subcontract with STOs issued thereunder priced on a firm fixed price basis to one or more offerors. These STOs will be issued as the need arises. The award of the IQS – including quantities of supplies and services specified under it - are estimates only and are not purchased by the awarded IQS.

A Fixed Price STO is a subcontract for services, reports, or other tangible deliverables provided to and accepted by Chemonics on behalf of **ICRI-Taafi**. As the name implies, the price of the STO is fixed, and it is not subject to any adjustment on the basis of the Subcontractor's cost experience in performing the work.

b) Delivery or performance shall be made only as authorized by STOs issued in accordance with the Ordering Procedures contained within the IQS. The Subcontractor shall furnish to Chemonics, when and if ordered, the supplies or services specified in the SOW of this subcontract up to and including the quantity designated in the IQS as the "Maximum Subcontract Ceiling," currently estimated at \$5,000,000 in total across all IQS holders. Chemonics will order at least the quantity of supplies or services designated in the subcontract as the "Minimum Order Guarantee," currently estimated at \$50,000.

c) Except for any limitations on quantities in the STO Limitations clause, there is no limit on the number of STOs that may be issued. Chemonics may issue STOs requiring delivery to multiple destinations or performance at multiple locations.

I.6. Source of Funding, Authorized Geographic Code

a) Any subcontract resulting from this IQS RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. All goods and services offered in response to this IQS RFP or supplied under any resulting award must meet USAID Geographic Code **935** in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=bc646daa32249b2fcd27d1fcd1c8ed2&mc=true&node=pt22.1.228&rgn=div5>.

The cooperating country for this IQS RFP is Iraq.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

- b) The USG has implemented a blanket prohibition on providing direct government financing to international solar projects that source from suppliers that are the subject of a [withhold release order](#) (**Hoshine Silicon Industry**), on the Commerce Entity List, or otherwise sanctioned for their use of forced labor. The PRC energy companies that were added to the Commerce Entity List for their ties to forced labor are found below. NOTE: the subcontractor may not purchase from any of the Suppliers listed below without advance written approval from Chemonics/USAID.
- Hoshine Silicon Industry (metallurgical grade silicon and silicon products) - also subject to a WRO
 - Xinjiang Daqo New Energy (polysilicon, wafers)
 - Xinjiang East Hope Nonferrous Metals (polysilicon, ingots, wafers)
 - Xinjiang GCL-New Energy Material (polysilicon, ingots, wafers, cells, modules)
 - Xinjiang Production and Construction Corps (state-owned paramilitary organization, electricity supplier).

This does not mean that all PRC-produced solar panels are immediately blocked. Currently, the restriction is just on any panels or products that are directly purchased using USG funds from any of the above companies. Should the purchase of any solar panels or components be required, Chemonics/USAID prior review and written approval is required.

I.7. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

IQS RFP announcement	July 6, 2023
IQS RFP published	July 6, 2023
Deadline for written questions	July 18, 2023
Proposal conference pre-registration deadline	July 19, 2023
Proposal virtual and In-person conference (Duhok)	July 23, 2023
Proposal virtual and In-person conference (Baghdad)	July 23, 2023
Proposal virtual and In-person conference (Basra)	July 24, 2023
Answers provided to questions/clarifications	July 25, 2023
Proposal due date	August 10, 2023
IQS award (estimated)	September 30, 2023

The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an amendment to this IQS RFP.

Proposal Conference. A proposal conference will be held to provide an interested Offeror an opportunity to learn more about ICRI-Ta'afi and to ask any questions about this IQS RFP and the solicitation process. Offerors will **have the option to attend one of three conferences** that will be held – one in Duhok and one in Baghdad and Basra– and the option to attend in person or virtually. **Attendance (either in person or virtually) is mandatory.** Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by July 19, 2023 18:00 Baghdad time to Construction@icritaafi.org. Further scheduling and location details will be provided to Offerors at the time of pre-registration.

Only 2 people from the interested Offerors firm may attend one of the mandatory conferences. In order that each firm fully understands the RFP requirements, one person from each firm attending the mandatory site

visit must be a qualified **engineer** and it's preferred to be the anticipated project manager from Offerors side.

Written notes from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference in person. Participation in the proposal conference and offerors are the responsibility of the offeror. Chemonics will not reimburse the offerors for any costs associated with attending the proposal conference.

Written Questions and Clarifications. All questions or clarifications regarding this IQS RFP must be in writing and submitted to Construction@icritaafi.org no later than **July 18,2023**. Questions and requests for clarification, and the responses thereto, will be circulated to all IQS RFP recipients who have indicated an interest in this IQS RFP.

Only written answers from Chemonics will be considered official and carry weight in the IQS RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the ICRI-Ta'afi project, or any other party, will not be considered official responses regarding this IQS RFP.

Proposal Submission Date. All proposals must be received by **August 10,2023**. Later offers will be considered at the discretion of Chemonics.

Subcontract Award (estimated). Chemonics will select the proposal(s) that offer the best value based upon the evaluation criteria stated in this IQS RFP.

I.8. Validity Period

Offerors' proposals must remain valid for 90 calendar days after the proposal deadline.

I.9. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this IQS RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will be decided using the trade-off process.

This IQS RFP will use the trade-off process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	<i>Technical approach and methodology for demolition, design review, procurement, fabrication, access plan and installation –</i>	20 points

	how does the proposed approach fulfil the requirements of executing proposed scopes of work effectively and efficiently? How does the proposal demonstrate the tenderer's knowledge related to technical sectors required by the illustrative scope of work?	
	<i>Approach to quality control, quality assurance, kick-back prevention, and environmental compliance requirements including health and safety and waste management</i> – how does the proposed approach fulfil the requirements outlined in the EMMP and Iraqi standard safety requirements? Does the proposal demonstrate the Offeror capacity and commitment to meeting Chemonics' ethical, environmental, and health and safety expectations and standards?	20 points
Total Points – Technical Approach		40 points
Management, Key Personnel, and Staffing Plan		
	<i>Labor Recruitment and Management Plan</i> – How is the proposed methodology sufficient to obtain the goal of the project to employ and train local workers? How does the tenderer demonstrate a capacity and commitment to engaging laborers local to the site of the works while maintaining high standards of quality?	30 points
Total Points – Management		30 points
Corporate Capabilities, Experience, and Past Performance		
	Company Background and Experience – What experience does the company have that is relevant to the project SOW?	30 points
Total Points – Corporate Capabilities		30 Points
Total Points		100 Points

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This IQS RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the ICRI-Ta'afi project. Chemonics may award a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.10. Negotiations

Best offer proposals are requested. It is anticipated that a IQS will be awarded solely on the basis of the

original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a IQS. Furthermore, Chemonics reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

I.11. Terms of IQS

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of IQS negotiations, any resulting IQS will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in section III to finalize the IQS. Terms and clauses are not subject to negotiation. By submitting a proposal, the offerors certify that they understand and agree to all of the terms and clauses contained in section III.

I.12. Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation. Offerors agree that any protest to this RFP must be presented in writing with a full explanation of the offerors concerns to Chemonics for consideration. USAID will not consider protests made to USAID under USAID-funded projects. At its sole discretion, Chemonics will make a final decision on the protest at a level above the Chief of Party.

Section II Background, Scope of Work, Period and Place of Performance, Staffing, Expected Deliverables, and Deliverables Schedule

II.1. Background

ICRI-Ta'afi, funded by USAID and implemented by Chemonics, is working towards a more inclusive and prosperous Iraq by empowering Iraqis to lead positive change. The program works with a variety of partners, including civil society organizations, youth and volunteer groups, faith-based organizations, and local governance entities, to implement small grants.

In an effort to achieve these goals, Chemonics will implement activities to rehabilitate or construct stadiums, parks, sports centers, marketplaces, schools, roads, or other structures that were destroyed during the occupation of the Islamic State of Iraq and Syria (ISIS) or have otherwise fallen into disrepair. The project is seeking experienced companies that can quickly implement such activities, and who are knowledgeable of USAID or other international organization's requirements and regulations. In addition, since the aim of the project is to increase stability, Chemonics wishes to subcontract with partners that have the ability to employ local labor to reinforce this goal.

II.2. Scope of Work

An illustrative scope of work for any sub- task orders to be issued under the awarded subcontract(s) is as follows:

The selected subcontractor(s) (hereinafter called the "subcontractor") shall be responsible for all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the SOW which may be necessary for the proper design and completion of the work in good faith shall be provided by the subcontractor. The Subcontractor shall be responsible for partial demolition, dismantling and repairing of existing elements, development of final design documents, procurement, fabrication, and installation services associated with the rehabilitation.

Chemonics consults with local engineers and technical experts for engineering design and construction oversight services. At times, the engineers and technical experts may prepare the final design documents for activities and may be providing construction oversight to the selected subcontractor during project implementation. This includes but is not limited to organizing and conducting pre-construction, rehabilitation and/or infrastructure repair meetings; ensuring project plans, specifications, BOQ, implementation, and safety and environmental plans are being followed; performing regular site visits, and receiving, evaluating, and discussing any change orders/variation orders with Chemonics and facilitating project site turnover. The engineers and technical experts will ensure all requirements associated with the project are being met, and will inform Chemonics of any safety, timeline, quality control, or community and/or government related issues regarding the project. Any final direction or instruction that has an impact on the contract or execution of the works will have to come from a direct Chemonics representative.

Anticipated works to be performed may include, but are not limited to, the following:

Phase 1: Planning and Design

- **Implementation Plan**

The Subcontractor will be responsible for the development of a detailed Implementation Plan. At a minimum, the Implementation Plan shall include the demolition plan (if applicable), criteria for review of the design documents, a listing of the available records reviewed, the finalized progress

and work schedule, a description of the means and methods to be employed for a successful delivery, identification of the required construction permits, schedule of the geotechnical and material tests to be performed and name of the company that will perform the testing (if applicable), maintenance of traffic (MOT) plan (if applicable), a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan. The work schedule for the various phases shall be prepared using the Critical Path Method.

- **Review and Update of Final Design Documents**

The Subcontractor shall perform a constructability review and familiarize themselves with the Final Design Documents and reproduce them as necessary in order to verify all information and quantities contained therein. In particular, the Subcontractor shall review all layouts, alignments, quantities, volumes, locations and sizes of proposed improvements contained in the Final Design Documents. As part of the review process and prior to starting construction, the subcontractor shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The subcontractor shall make the Final Design Documents his/her own and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements for Iraq and the International Building Code for similar constructions.

The Subcontractor will be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Subcontractor shall submit the sketches and/or drawings to Chemonics for review prior to installing said work item.

- **Environmental Compliance**

The Subcontractor shall follow the established Environmental Mitigation and Monitoring Plan (EMMP) in order to comply with USAID requirements for the ICRI-Ta'afi program. The purpose of the EMMP is to monitor environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the EMMP, the Subcontractor shall incorporate environmental considerations in the Environmental Monitoring Report Planning and Design, and then dutifully follow and implement all preventive and mitigation measures during all phases of the project. The Subcontractor shall also maintain on file and provide to Chemonics both during and at the end of the subcontract, the monitoring and evaluation logs associated with the various activities of the project.

- **Branding and Marking**

The Subcontractor will be required to work with Chemonics to implement the project's agreed upon branding and marking plan. This includes, but is not limited to, printing or procuring signs, plaques, or other items that publicly acknowledge USAID support. The Subcontractor will not publicize any materials with the USAID logo without prior written consent from Chemonics regarding the design and placement of the item.

- **Kick-Off Meeting**

The Subcontractor shall participate in a kick-off meeting and site visit with ICRI-Ta'afi's engineer and other stakeholders. The purpose of the kick-off meeting is to introduce the Subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

The Subcontractor shall summarize the comments generated during the meeting in a memorandum and revise the Final Design Documents and Implementation Plan accordingly.

Phase 2: Site and Rehabilitation Works

The Subcontractor shall secure and isolate the worksite for the protection of its workforce and the public. The subcontractor shall install the proposed components associated with the rehabilitation of the project as per the implementation plan and approved final design documents. The subcontractor shall clear and level the work site as necessary for the installation of the proposed work. All existing vegetation, organic and inorganic material within the limits of the project area shall be cleared and disposed of by suitable means to an approved location by the Engineer and local authorities.

The Subcontractor will be responsible for procuring and/or fabricating all required components for the rehabilitation work as well as all necessary appurtenances for a complete installation. The Subcontractor will be responsible for all permit fees, procurement, shipping, and storage, as required. Delays in procurement, fabrication, and/or shipping shall be the responsibility of the Subcontractor. The Subcontractor will be responsible for managing the security and access to tools, machinery, or materials at the work site to avoid theft or misuse.

All assembly and installation shall be as per the final design documents, unless approved otherwise. The work shall also include the patching and repair of all existing items disturbed by the Subcontractor during the installation of the general site and civil works. The Subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The Subcontractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

Phase 3: Progress Reporting

The Subcontractor shall be required to submit a progress report every two weeks, summarizing the Subcontractor's progress, observations resulting from weekly inspections (see Section CC.1), difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports, life safety/health issues, security, and other matters related to this subcontract, including updates to the construction schedule. The bi-weekly progress report verified by the ICRI-Ta'afi Engineer shall be used to substantiate payment requests made by the subcontractor.

The Subcontractor will be required to report large problems related to technical implementation or health and safety incidents to ICRI-Ta'afi immediately upon discovery, without waiting for the next regular progress report submission.

During the implementation of the project, the Subcontractor shall maintain a photographic record of work on site to document daily progress along with a field journal. The photographic record and field journal shall be available to Chemonics for review during site visits.

Phase 4: Final Inspection, Completion, and Final Report

The Subcontractor must complete all work required under the subcontract in a satisfactory manner, subject to the discovery of defects after final completion, Chemonics will specify in each STO a specific period of time for discovery of defects, and except for items specifically excluded in the "Certificate of Final Acceptance" (see Section CC.21 of the terms and conditions). A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

II.3. Period and Place of Performance

The anticipated period of performance for the IQS is effective from the date of subcontract award for a period of 12 months. The primary places of performance will be:

- Sinjar
- Ninawa Plains
- Mosul
- Baghdad
- Anbar
- Salah Aldin
- Dhi-Qar
- Basra

II.4. Staffing

The offeror shall propose **one or more** technical experts that are available to work during the IQS duration on a **long-term** or recurring basis on one or more STOs issued under the IQS. The technical expert(s) should meet the following qualifications: -

- **Subcontract Manager:** Minimum B.SC Degree in engineering with 15 years of relevant work experience as a contracts manager.
- **Operation Manager:** Minimum of 15 years of relevant work experience as a operation/coordinating manager.

II.5. Expected Deliverables

This is an indefinite quantity type subcontract with STOs issued hereunder priced on a firm fixed price basis. The deliverables will be determined on a task order basis.

II.6. Deliverables Schedule

Deliverables included under each sub-task order will be specific for each scope of work ordered under an individual sub-task order and may include the following illustrative deliverables, in accordance with the illustrative schedule set forth in II.4 below.

Deliverable No. 1:

A. Mobilization and Implementation Plan

The Subcontractor shall develop and deliver a detailed mobilization and Implementation Plan for review and approval by Chemonics prior to the start of work. The Implementation Plan shall include all the elements identified in Section A.1 of the Scope of Work, in addition to the EMR Planning and Design document.

The Subcontractor shall submit the Implementation Plan in electronic format to Chemonics for review and approval. In the event that Chemonics finds deficiency with the Implementation Plan, the Subcontractor shall revise and resubmit until approval is obtained.

B. Defense Base Act Insurance (DBA)

As stated in Section DD below. Prior to starting work, the Subcontractor shall (when applicable) procure and maintain in force, on all its operations, insurance in accordance with the clause listed

in Section DD. Proof of this insurance is required prior to starting work and is reimbursable under task orders.

The Subcontractor may apply for coverage directly to Starr Indemnity and Liability Company through its agent, Marsh McLennan Agency (MMA). To obtain insurance, email: USAID@marshmma.com. Additional contacts available for guidance and questions regarding the required application form and submission requirements are:

Tyler Hlawati (Starr) tyler.hlawati@starrcompanies.com Telephone: 646-227-6556 Cell phone: 347-326-1357 399 Park Ave, New York, NY 10022

Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780 399 Park Ave, New York, NY 10022 6

AAPD 22-01, Defense Base Act (DBA) Insurance Mike Dower (Marsh MMA)
mike.dower@marshmma.com Telephone: 703-813-6513 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312

Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312.

For instructions on the required application form and submission requirements, please refer to AAPD 17-01. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

C. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire and Certification

As stated under Section EE.6, in accordance with the Federal Funding Accountability and Transparency Act (FFATA), for any sub-task order valued at \$30,000 and greater, the Subcontractor is required to complete the "Reporting Executive Compensation and First-Tier Subcontract Awards" questionnaire and certification on page 36-37.

D. Performance Guarantee

The Subcontractor agrees that within 10 (Ten) workdays after execution of each sub-task order, the Subcontractor shall deliver to Chemonics a performance guarantee in the amount of 10% of the sub-task order amount in the form of an official bank guarantee or a check. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Iraq. The format of the bank guarantee shall be as indicated in Attachment C. This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

E. Review and Update of Final Design Documents

The Subcontractor shall review, update, and perform a constructability review of the Final Design Documents.

Upon completion of the review process and prior to procuring any materials or starting field work, the subcontractor shall submit to Chemonics either a letter attesting that the information contained in the Final Design Documents is accurate and implementable, or a letter outlining the changes required to implement the project along with the revisions to the appropriate sections of the Design Documents, for review and approval. The revisions to the design documents shall be prepared using AutoCAD (release 2006 or newer) and submitted in electronic formats.

Deliverable No. 2: Kick-off Meeting Notes

The Subcontractor shall participate in a kick-off meeting and site visit as described in Section A.1 of the Scope of Work. The Subcontractor shall summarize the comments generated during the meeting in a memorandum and incorporate them to the extent possible in the development of the design documents and the implementation for the project. The Subcontractor shall submit the memorandum in electronic format to Chemonics for review and approval.

Deliverable No. 3: Written Confirmation that Works Have Begun

The Subcontractor shall be required to email Chemonics once it has started the work on site.

Deliverable No. 4: Bi-Weekly Environmental Compliance and Progress Reporting

The Subcontractor shall be responsible for implementing and monitoring of an environmental monitoring report (EMR) to comply with USAID requirements for the ICRI-Ta'afi program. The work shall include the monitoring and preparation of the evaluation reports during all phases of the project. On a bi-weekly basis, the Subcontractor shall submit the evaluation report as per the format prescribed in the EMR which is provided under Attachment E.4. The subcontractor shall also submit bi-weekly progress reports, as described in section II.2 above.

Deliverable No. 5: Final Report

The Subcontractor shall submit a Final Report summarizing the work associated with the demolition, design, procurement and installation for the rehabilitation. The Final Report shall include a copy of the final design documents, record drawings, progress reports, EMR, quality control measures employed to ensure quality materials and workmanship, operation and maintenance manual (O&M Manual) for all the installed systems. The Final Report shall also include a certification from the subcontractor that the project was implemented as per the Design Documents and that the facilities are safe for the intended use. The Final Report shall be submitted upon the completion and acceptance of the installations, be in English and in Microsoft Word format.

During the implementation of the project, the Subcontractor shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the Subcontractor shall develop record drawings to accurately reflect 'as-built' conditions of the work associated with this project. The record drawings shall be prepared using AutoCAD (release 2006 or newer) and submitted in electronic formats. The record drawings must be delivered to Chemonics and found to be acceptable prior to final issuance of payment.

II.7. Illustrative Deliverables Schedule

The deliverables schedule will be determined on a Task Order basis. the successful Tenderer shall submit the deliverables described above in accordance with the following illustrative deliverables schedule:

Deliverables	Description	Due Date
1	A. Mobilization and Implementation Plan	Within 10 workdays after subcontract execution
	B. Defense Base Act (DBA) Insurance Policy	
	C. FFATA Reporting Questionnaire	

	D. Performance Guarantee	
	E. Review and Update of Final Design Documents	
2	Kick-Off Meeting and Notes	Within 7 workdays after subcontract execution
3	Written Confirmation that Works Have Begun	Within 10 workdays after subcontract execution
4	EMR Monitoring	Two weeks (calendar days) from the start of works, and every two weeks thereafter on Sundays
	Progress Reports	
5	Final Report	Five days after acceptance of work

The deliverables schedule will be determined on a task order basis.

Section III Indefinite Quantity Subcontract (Terms and Clauses)

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions of the attached draft IQS will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

Annex 1 Cover Letter

[Offeror: Insert date]

[Insert name of point of contact for IQS RFP]
[Insert designation of point of contact for IQS RFP]
[Insert project name]
[Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]
[Insert project office address]

Reference: Request for Proposals [Insert IQS RFP name and number]

Subject: [Offeror: Insert name of your organization]'s technical and cost proposals

Dear Mr./Mrs. [Insert name of point of contact for IQS RFP]:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization's Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
UEI Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for **90** calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the IQS RFP.:

[Offerors: It is incumbent on each offeror to clearly review the IQS RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Evidence of Responsibility Statement.

Sincerely yours,

Signature
[Offeror: Insert name of your organization's representative]
[Offeror: Insert name of your organization]

Annex 2 Required Certifications

52.203-2 Certificate of Independent Price Determination

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Name of Offeror) (hereinafter called the "offeror")

(a) The offeror certifies that—

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

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

(Applicant)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

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

_____ (hereinafter called the "offeror")
(Name of Offeror)

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

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

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

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

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

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

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

52.209-5 Certification Regarding Responsibility Matters

Certification Regarding Responsibility Matters (Apr 2010)

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

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

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLEASE SIGN AND RETURN

Company Name _____

Signature	_____	Printed Name	_____
Title	_____	Date	_____

EVIDENCE OF RESPONSIBILITY

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

DUNS Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part 170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, Company Name certifies as follows:

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?

☐ Yes ☐ No

- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants,

and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

☐ Yes ☐ No

- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

☐ Yes ☐ No

- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

☐ Yes ☐ No

4. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

5. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is (Instructions: Offeror should describe their record. Text could include example such as the following to describe their record: "outstanding, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal."

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

(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

7. Equipment and Facilities

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

8. Eligibility to Receive Award

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID.)

9. Commodity Procurement

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

10. Cognizant Auditor

(Instructions: Offeror should provide Name, address, phone of their auditors – whether it is a government audit agency, such as DCAA, or an independent CPA.)

11. Acceptability of Contract Terms

(Instructions: Offeror should state its acceptance of the proposed contract terms.)

12. Recovery of Vacation, Holiday and Sick Pay

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

13. Organization of Firm

(Instructions: Offeror should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)

Signature: _____

Name: _____

Title: _____

Date: _____

Subcontractor Size Self-Certification Form

Reference Number: [enter the funding agency's solicitation or contract number]

Project Name: [enter full name of project]

Primary NAICS Code: [enter the [NAICS](#) code that best describes the work being performed under the subcontract. i.e: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. The NAICS codes most commonly used by Chemonics is 541611, 541618, 541620, 541990]

Company Name: Full legal name

Address: Street address

City, State, Zip: City, State Zip

DUNS Number: [enter the [Data Universal Numbering System \(DUNS\)](#) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]

Contact Person: Name, Title

Contact Phone Number: (555) 555-5555

Type of Entity

If you have difficulty ascertaining the business size status, please refer to SBA's website (www.sba.gov/size) or contact your local SBA office.

☐ Small Business ☐ Large Business ☐ Nonprofit/Educational ☐ Government ☐ Non-US

If "Small Business" is checked above, and if applicable, please identify any additional small business designations under which the company qualifies. You may wish to review the definitions for the below categories in the Federal Acquisition Regulation 19.7 or 52.219-8 (www.acquisition.gov/far/) to determine applicability.

☐ Small Disadvantaged Business
☐ HUBZone
☐ Veteran Owned
☐ Alaskan Native Corporation

☐ 8(a)
☐ Woman Owned Small Business
☐ Service Disabled Veteran Owned
☐ Indian Tribe

By signature below, I hereby certify that the business type and designation indicated above is true and accurate as of the date of execution of this document, and I further understand that under 15 U.S.C. 645(d), any person who misrepresents a business' size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

Signature and Title (required)

Date

*****CHEMONICS INTERNAL USE ONLY*****

HUBZone Status has been verified in the [System for Award Management database](#) or [Dynamic Small Business Database Search](#) as of ____/____/____ conducted by: _____.

**52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS
COMPLIANCE PLAN (January 2019)**

The Offeror/Subcontractor Certifies that:

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;
- (2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
 - a. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
 - b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.
- (4) After having conducted due diligence, either—
 - (i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name _____

Company Address _____

Signature _____ Printed Name _____

Title _____ Date _____

NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.

Annex 3 UEI and SAM Registration Guidance

What is UEI?

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

Why am I being requested to obtain a UEI number?

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Chemonics is required to report subcontracts with an award valued at greater than or equal to \$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of \$25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses UEI numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding UEI number.

Is there a charge for obtaining a UEI number?

No. Obtaining a UEI number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

How do I obtain a UEI number?

UEI numbers can be obtained online at sam.gov.

What information will I need to obtain a UEI number?

To request a UEI number, you will need to provide the following information:

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location
- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a UEI number?

The UEI number is issued immediately upon completion of the request process.

Are there exemptions to the UEI number requirement?

There may be exemptions under specific prime contracts, based on an organization's previous fiscal year income when selected for a subcontract award, or Chemonics may agree that registration is impractical in certain situations. Organizations may discuss these options with the Chemonics representative.

What is CCR/SAM?

Central Contractor Registration (CCR)—which collected, validated, stored and disseminated data in support of agency acquisition and award missions—was consolidated with other federal systems into the System for Award Management (SAM). SAM is an official, free, U.S. government-operated website. There is NO charge to register or maintain your entity registration record in SAM.

When should I register in SAM?

While registration in SAM is not required for organizations receiving a grant under contract, subcontract or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the organization meets the following criteria requiring executive compensation reporting in accordance with the FFATA regulations referenced above. SAM.gov registration allows an organization to directly report information and manage their organizational data instead of providing it to Chemonics. Reporting on executive compensation for the five highest paid executives is required for a qualifying subaward if in your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the UEI number belongs):

- (1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and,**
- (3) The public **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at <https://www.sam.gov>. There is NO fee to register for this site.

Why should I register in SAM?

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the UEI number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

By registering in SAM, you gain the ability to bid on federal government contracts. Your registration does not guarantee your winning a government contract or increasing your level of business. Registration is simply a prerequisite before bidding on a contract. SAM also provides a central storage location for the registrant to supply its information, rather than with each federal agency or prime contractor separately. When information about your business changes, you only need to document the change in one place for every federal government agency to have the most up-to-date information.

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf

Follow the step-by-step guidance for contracts registrations at:
https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf

You must have a UEI number in order to begin either registration process.

If you already have the necessary information on hand (see below), the online registration takes approximately one hour to complete, depending upon the size and complexity of your business or organization.

What data is needed to register in SAM?

SAM registrants are required to submit detailed information on their company in various categories. Additional, non-mandatory information is also requested. Categories of required and requested information include:

- * General Information - Includes, but is not limited to, UEI number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
- * Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- * Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
- * Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

* Point of Contact (POC) Information - Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact. * Electronic Data Interchange (EDI) Information* - Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (*Note: EDI Information is optional and may be provided only for businesses interested in conducting transactions through EDI.)

Annex 4 Environmental Monitoring and Mitigation Plan – attached separately.

Annex 5 Environmental Monitoring Report – Planning and Design – attached separately.

Annex 6 Environmental Monitoring Report – Implementation – attached separately.

Annex 7 Materials Costs – attached separately.

Annex 8 Training Costs – attached separately.

Annex 9: Example Bank Guarantee for Performance Security

To:

Chemonics Iraq LLC.
USAID/ICRI-Ta'afi Project
Erbil, Iraq

REF: Subcontract No. TBD

Whereas [name of subcontractor], [address of subcontractor] (hereinafter called "the Subcontractor") has undertaken, in pursuance of Subcontract No. [subcontract number] dated [date of subcontract] to execute [subcontract number], for IQS-CONST-PROG-02 (hereinafter called "the Subcontract");

And whereas it has been stipulated by you in the said Subcontract that the Subcontractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Subcontract.

And whereas we have agreed to give the Subcontractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Subcontractor, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Subcontract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Subcontractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Subcontract or of the Works to be performed there under or of any of the Subcontract documents which may be made between you and the Subcontractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

Signature and seal of the Guarantor _____

Name of Bank _____