

Request for Proposals

RFP No. IRP2-ERB-OPS-2023-013

For the provision of

Legal Services

Contracting Entity:
Chemonics Iraq LLC

Jouhayna Business Center, 100m Road, Erbil, Iraq

Funded by:

United States Agency for International Development (USAID)

Funded under:

IRP2-Ta'afi and DCEO-Tahfeez Projects

IRP2-Ta'afi Prime Contract No. 7200AA19D00015

DCEO-Tahfeez Prime Contract No. 72026719D00001

******* 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 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.

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List of Acronyms

AIDAR	Agency for International Development (USAID) Acquisition Regulation
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
DBA	Defense Base Act
FAR	Federal Acquisition Regulations
MEDEVAC	Medical Evacuation
POC	Point of Contact
RFP	Request for Proposals
SAM	System for Award Management
SOW	Scope of work
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
LSA	Legal Services Agreement

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the IRP2-Ta'afi, under contract number 7200AA19D00015 and DCEO-Tahfeez, under contract number 72026719D00001 is soliciting offers from companies and organizations to submit proposals to support IRP2-Ta'afi and DCEO-Tahfeez by providing legal services.

The USAID-funded IRP2-Ta'afi Project is working towards a more inclusive and prosperous Iraq by empowering Iraqis to lead positive change. IRP2-Ta'afi does this by working with Iraqi partners to organize the community to address local issues and mobilize around common causes affecting all of Iraq.

The USAID-funded DCEO-Tahfeez Project is working to support vulnerable communities to build resilience against destabilizing factors by increasing their adaptive capacity and economic well-being. The purpose of DCEO-Tahfeez Project is to increase the competitiveness of Iraqi firms and create employment for Iraqi citizens, the project engages private enterprises to solve problems constraining their growth and limiting productive employment opportunities.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the LSA. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting LSA will be guided by Sections II and III.

This RFP does not obligate Chemonics to execute an LSA 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 RFP shall be consecutive calendar days.

I.2. Chronological List of Proposal Events

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

RFP published	14/08/2023
Proposal conference pre-registration deadline	20/08/2023
Deadline for written questions	20/08/2023
Answers provided to questions/clarifications	21/08/2023
Proposal conference (Online)	22/08/2023
Proposal due date	28/08/2023

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

Proposal Conference. A mandatory proposal conference will be held online via Microsoft Teams on 10:00 hrs. local Baghdad time on August 22, 2023, to provide interested offerors an opportunity to learn more about IRP2-Ta'afi and DCEO-Tahfeez projects and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by 17:00 hrs. local Baghdad time on August 20, 2023, to solicitationsirp2@icritaafi.org.

Written notes or the recording of the proposal conference will be provided electronically to all registered offerors.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to solicitationsirp2@icritaafi.org no later than 17:00 hrs. local Baghdad time on August 20, 2023. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics Iraq LLC, the IRP2-Ta'afi project, the DCEO-Tahfeez project, or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by the date and time and comply with the instructions as provided in Section I.3.

I.3. Offer Submission Requirements

Offerors shall submit their offers electronically only as two separate email attachments (one file for the financial offer and one file for the technical offer) in PDF format. Each file attachment must include the RFP number in the file name, and the complete legal name and contact information of the Offeror's organization must be provided in the body of the email. Technical and financial offers must both be stamped and signed by the Offeror's representative. 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.

Emailed offers must be submitted to solicitationsirp2@icritaafi.org no later than 17:00 hrs. local Baghdad time on August 28, 2023.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered. Each offeror may submit only one proposal individually. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

I.4. Eligibility Requirements

To be determined responsive, an offer must include all of documents and sections included in point (i) (ii), and (iii) below.

Chemonics anticipates issuing an LSA to a company 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. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

The award will be in the form of a fixed price LSA (hereinafter referred to as the "LSA". The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the LSA, which are incorporated in Section III herein.

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Iraq upon award of the LSA.
- (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 or organizations must have a local presence in Iraq at the time the LSA is signed.

I.5. Source of Funding, Authorized Geographic Code,

- a) Any LSA resulting from this 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 RFP or supplied under any resulting award must meet USAID Geographic Code 935 for IRP2-Ta'afi project and 937 for DCEO-Tahfeez project in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Iraq.

- b) 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).
- c) Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.
- d) 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: Offerors 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 those above companies. Should the purchase of any solar panels or components be required, Chemonics/USAID prior review and written approval is required.

I.6. Validity Period

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

I.7. Instructions for the Preparation of the Proposal

1. Cover Letter

The offeror shall use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

2. Technical Proposal

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive 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.

The components of the Technical Volume include:

- Technical Approach
- CVs of 2 Key Personnel (Lawyers)
- Corporate Capabilities, Experience, and Past Performance

All sections of the Technical Volume must be clearly labeled and identified. **Failure to submit any of the above components of the Technical Volume may result in elimination from consideration for award.**

- Part 1: Technical Approach. This part may not exceed 6 pages.

Using the information contained in the SOW, the offeror should describe its approach for executing each service (see SOW for details) under the resulting LSA, in as much detail as necessary. Please note that the proposal must be responsive 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.

- Part 2: CVs of 2 Key Personnel (Lawyers). Each CV may not exceed 4 pages in total.

The offeror should demonstrate that professional staff with extensive experience are available to oversee and carry out the scope of work. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the LSA and shall not be replaced without prior written consent of Chemonics. The Technical Volume should include CVs for the following required key personnel:

Senior Lawyer

Responsibilities:

- Issuing Power of Attorney (POA)
- Canceling POA
- Company registration services.
- Guiding Chemonics Iraq LLC on all the applicable laws in Iraq, including of the Kurdistan Region laws.
- Guiding Chemonics Iraq LLC on income tax and social security services.
- Provide legal advice to Chemonics Iraq LLC on the general country and specific Kurdistan Region.

Requirements:

- Minimum bachelor's degree in the college of law.
- Fluency in written and oral English, Kurdish, and Arabic language.
- Minimum 10 years of experience in companies' registration, guiding companies on the applicable Iraqi and KRI laws.
- Minimum 10 years of experience in tax and SS services.
- Minimum 15 years of experience working in the law sector in KRI.
- Familiarity and experience with Iraq laws and KRI laws to provide legal advice.

Junior Lawyer

Responsibilities:

- Obtaining entry visa for non-Iraqi nationality.
- Extending the validity of the entry visa stamp.
- Issuing KRI residency for non-Iraqi nationality.
- Renew KRI residency.
- Canceling KRI residency and issuing exit visa.

Requirements:

- Minimum bachelor's degree in the college of law.
 - Fluency in written and oral English, Kurdish, and Arabic language.
 - Minimum 3 years of experience in visa and residency services.
 - Minimum 5 years of experience working in the law sector in KRI.
 - Familiarity and experience with Iraq laws and KRI laws.
- Part 3: Corporate Capabilities, Experience, and Past Performance. This part of the technical volume may not exceed 10 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical requirements.

Additionally, offerors must include 3 past performance references of similar work (under contracts, subcontracts, or agreements) previously implemented as well as contact information for the companies for which such work was completed. A brief summary of each past performance will include the objective of the contract, the general size or scope of the work, and the final products or deliverables produced, with emphasis on any aspects of the work that are similar to the works being requested in this RFP. Contact information must include at a minimum: name of point of contact who can speak to the offeror'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 an offeror.

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 an LSA.

The price of the LSA to be awarded will be an all-inclusive fixed price without government fees. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing line items

as well as a budget narrative (optional). Please refer to Annex 2 for detailed instructions and a sample cost structure.

No profit, fees, taxes, or additional costs may be added after award. The cost proposal must be inclusive of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in Iraq. Offerors are responsible for considering and including all relevant costs in their cost proposal; following LSA award, no cost increases or modifications will be accepted unless Chemonics deems the changes necessary and reasonably outside of the supplier's control or capacity to have anticipated.

I.8 Evaluation and Basis for Award

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. 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. Chemonics will award an LSA to the offeror whose proposal represents the best value to Chemonics and the IRP2-Ta'afi project and the DCEO-Tahfeez project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Evaluation points will not be awarded for cost, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered approximately equal to cost factors. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be 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 and Methodology		
Technical Approach, Methodology, and Detailed Work Plan	Technical know-how – Chemonics will assess whether the proposal explains, understands, and responds to the objectives of the project as stated in the Scope of Work.	15 points
	Approach and Methodology – Chemonics will assess whether the proposed approach and detailed activities and suggested timeline fulfill the requirements of executing the Scope of Work effectively and efficiently.	15 points
	Sector Knowledge – Chemonics will assess whether the proposal demonstrates the offeror's knowledge related to providing legal services required by the SOW?	15 points
Total Points – Technical Approach		45 points
CVs of 2 Key Personnel (Lawyers)		
CVs of 2 Key Personnel (Lawyers)	Personnel Qualifications – Chemonics will evaluate the curriculum vitae (CVs) of the proposed lawyers and evaluate if the offer has the experience and capabilities carry out the Scope of Work.	20 points
Total Points – Key Personnel		20 points
Corporate Capabilities, Experience, and Past Performance		

Corporate Capabilities	Company Background and Experience – Chemonics will evaluate whether the company experience is relevant to the project Scope of Work.	12 points
Experience	Relevant Experience – Chemonics will assess whether the offeror has conducted relevant similar services in the past, by evaluating how similar the services are to this SOW in size and scope, objective, methodology, and application of processes.	13 points
Past Performance	Past Performance – Chemonics will contact three references provided by the offeror to assess whether the offeror was able to meet deadlines and deliverables, was responsive to requests and flexible with changes during implementation, and provided an overall satisfactory performance.	10 points
Total Points – Corporate Capabilities		35 points
Total Points		100 points

I.9 Negotiations

Best offer proposals are requested. It is anticipated that an LSA 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 an LSA. 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.10 Terms of LSA

This is a request for proposals only and in no way obligates Chemonics to award an LSA. In the event of LSA negotiations, any resulting LSA 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 LSA. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in section III.

I.11 Insurance and Services

Within two weeks of signature of this LSA, the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. Note DBA is reimbursable to the Offeror.

DEFENSE BASE ACT (DBA) INSURANCE

a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high-risk environments and where Chemonics may be providing security.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22-01- 6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(4) Contractors must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. **Website.** There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is:

<https://www.starr.com/Insurance/Casualty/Defense-Base-Act/USAID---Defense-Base-Act>

2. **Email.** An application form can be emailed to: USAID@marshmma.com

3. **Additional Contacts.** Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and question regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) tyler.hlawati@starrcompanies.com Telephone: 646-227-6556
- Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780
- Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513
- Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

Before starting work, the offeror must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (July 2007) [Updated by AAPD 06-01].

(1) The Subcontractor shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this Subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

TYPE	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA

(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage.	\$1,000,000 \$2,000,000
(c) Automobile Liability Combined Single Limit each occurrence	As per AIDAR 752.228-7 and \$1,000,000
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$1,000,000/ \$2,000,000

I. 12 Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics Iraq LLC for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

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

II.1. Background

The USAID-funded IRP2-Ta'afi Project is working towards a more inclusive and prosperous Iraq by empowering Iraqis to lead positive change. IRP2-Ta'afi does this by working with Iraqi partners to organize the community to address local issues and mobilize around common causes affecting all of Iraq.

The USAID-funded DCEO-Tahfeez Project is working to support vulnerable communities to build resilience against destabilizing factors by increasing their adaptive capacity and economic well-being. The purpose of DCEO-Tahfeez Project is to increase the competitiveness of Iraqi firms and create employment for Iraqi citizens, the project engages private enterprises to solve problems constraining their growth and limiting productive employment opportunities.

IRP2-Ta'afi and DCEO-Tahfeez projects in Kurdistan Region of Iraq (KRI) are both operating under the locally registered entity of Chemonics International, called Chemonics Iraq LLC, and IRP2-Ta'afi and DCEO-Tahfeez projects in Federal Iraq are both operating under the locally registered entity of Chemonics International, called Sama Al Tatawor for General Trade LLC. To enable IRP2-Ta'afi and DCEO-Tahfeez projects to run their operations in KRI, IRP2-Ta'afi and DCEO-Tahfeez projects require services of a legal firm as per the details mentioned in the below scope of work.

II.2. Scope of Work

Under the resulting LSA, IRP2-Ta'afi and DCEO-Tahfeez projects will be requesting the below services. The services are divided into two groups: fixed-price services and non-fixed price services:

Fixed-Price Required Services:

1- Obtaining entry visa for non-Iraqi nationality (issuing single entry KRI visa):

The service provider is responsible for overseeing, supporting, and completing all processes related to obtaining a single-entry visa for KRI for non-Iraqi nationalities. The visa should be issued before the individual's arrival, taking into account the requirements based on nationality. The service provider should also inform in advance Chemonics Iraq LLC about the necessary documentation and procedures required for the visa application process.

2- Extending the validity of the entry visa stamp:

Extending single entry KRI visa – in situation where traveler needs to stay in KRI for over 30 days, service provider will complete process for extension.

3- Issuing Kurdistan Region of Iraq (KRI) Residency (PR):

The service provider is responsible for overseeing, supporting, and completing all processes related to obtaining Residency Card for non-Iraqi nationalities. This includes preparing all necessary requirements such as submitting an online request if needed, preparing the required forms, arranging for a blood test with or without an escort, and any other necessary preparations for issuing the Residency Card. The service provider should ensure that all individuals involved are aware of the necessary steps and requirements for obtaining the Residency Card and that the process is completed smoothly and efficiently.

Note: If there are different processes for issuing Residency Card for different nationalities it should be mentioned.

4- Renewal of KRI Residency Card:

The service provider should also oversee, support, and complete all processes related to renewing the Residency Card for non-Iraqi nationalities. This includes preparing all necessary requirements such as submitting an online request, preparing the required forms, arranging for a blood test with or without an escort, and any other necessary preparations for renewing the PR.

5- Cancelling KRI Residency Card for international staff leaving country:

The service provider should oversee, support, and complete all the processes including all the processes mentioned below:

- Visits to immigration offices to cancel the Residency Card.
- Visits to social security (SS) to cancel the Residency Card and facilitate process of SS payments to eligible international staff.
- Visits to Erbil International Airport to cancel the Residency Card.
- Visits to Ministry of Labor to cancel the Residency Card.
- Visits to the related government offices to issue exit visas for the individual whose Residency Card was canceled.
- Visits to any other required authorities if any unexpected cases have happened such as employee has lost or not returned Residency Card to the government, and any other cases which require extra process might be needed.

6- Issuing Power of Attorney (POA):

The service provider should oversee, draft, and provide legal advice, if any advice is needed while drafting the POA, support, and complete all the processes of issuing POAs and take the responsibility of reviewing the POA and confirming the information in the POA and make sure that the POA has an expiration date.

7- Canceling POA:

The service provider should oversee, support, and complete all the processes of canceling POAs upon Chemonics Iraq LLC's request.

Note 1: In case of expiring the Legal Service Agreement (LSA) or termination of the LSA, the service provider should cancel all the POA that have been made to the service provider company lawyers.

Note 2: In case of changing the Managing Director (MD) of Chemonics Iraq LLC, the service provider should cancel all the POAs of the former MD and issue POAs for the new MD.

8- Translation and Interpretation Services:

The service provider should provide translation and interpretation services per request.

Note 1: Translation includes legal translation and translation for internal documents in the company. One page includes (250-300 words).

Note 2: Interpretation is an optional service to provide a quotation for and no scores will be deducted if the offeror does not include pricing for interpretation service.

Non-Fixed Price Required Services:

1- Company Registration and Related Services:

The service provider is responsible for overseeing, supporting, and completing all processes related to company registration, including the annual renewal of company registration with relevant authorities in KRI. This includes preparing all requirements, submitting the necessary documentation, and ensuring that all processes are completed in a timely and efficient manner. The service provider should keep the company informed about the progress of the registration process and any relevant updates. This will help ensure that

the company is in compliance with all legal requirements and can continue operating in KRI without any disruptions.

2- Guiding and advising Chemonics Iraq LLC on all the applicable laws in Iraq, including the KRI laws:

The service provider should provide guiding services that include legal guidance from lawyers with knowledge of Iraqi laws, including KRI laws, as applicable. The lawyers should be able to provide guidance on various legal matters, including but not limited to, corporate law, labor law, social security, and taxation. The service provider should ensure that the lawyers have a good understanding of the local legal environment and can provide up-to-date advice and support to Chemonics Iraq LLC. This will help ensure that Chemonics Iraq LLC is in compliance with all legal requirements and can operate smoothly and effectively in Iraq.

3- Guiding and advising Chemonics Iraq LLC on income tax and social security issues:

The service provider should provide support and guidance to Chemonics Iraq LLC on any tax and social security-related tasks. This includes providing guidance on tax-related matters, as well as social security-related matters, such as social security registration and compliance with social security regulations. The service provider should ensure that Chemonics Iraq LLC complies with all relevant tax and social security regulations and provide timely advice and support on any changes or updates to these regulations.

4- Guiding and advising Chemonics Iraq LLC on the general country and specific KRI legislations:

Providing as needed legal advice for Federal Iraq and KRI and following any changes in laws and providing regular updates to Chemonics Iraq LLC. The service provider should be available to answer any legal questions or concerns that Chemonics Iraq LLC may have and provide timely and accurate legal advice to help ensure that the company operate effectively and efficiently in KRI.

Additional Notes for the Charging:

- **Fixed-price Services:** The services under this category should be provided at a fixed price, regardless of the number of steps involved in visiting different authorities and hours spent in the process.
- **Non-Fixed Price Required Services:** The services under this category should be charged based on the time spent by the service provider in the related authority offices. Service provider should inform Chemonics Iraq LLC in advance of total number of hours needed to complete each task. However, time spent on telephone conversations, drafting emails, and drafting documents should not be charged separately, as they are considered a part of the requested services. The service provider should provide Chemonics Iraq LLC with a detailed breakdown of the time spent on each service, along with any related expenses including the receipts from KRI government offices. This will help ensure that Chemonics Iraq LLC is aware of the costs associated with these services. Additionally, this approach will help ensure transparency in the charging process, and that there are no surprises or hidden fees.

II.3. Deliverables

The successful offeror shall deliver to Chemonics the deliverables/services as per the details set forth in II.2 above and in accordance with the estimated schedule set forth in II.4 below.

II.4. Deliverables Schedule

The offeror shall submit their proposed delivery timeline for the fixed priced deliverables/services mentioned in the below table:

Deliverable Name	Proposed delivery timeline in calendar days
1- Obtaining entry visa for non-Iraqi nationality (issuing single entry KRI visa)	
2- Extending the validity of the entry visa stamp	
3- Issuing Kurdistan Region of Iraq (KRI) Residency (PR)	
4- Renewal of KRI Residency Card	
5- Cancelling KRI Residency Card for international staff leaving country	
6- Issuing Power of Attorney (POA)	
7- Canceling POA	

Section III Fixed Price Legal Services Agreement (Terms and Clauses)

See attachment “A”.

Annex 1 Cover Letter

[Offeror: Insert date]

IRP2-Ta'afi Procurement Team
solicitationsirp2@icritaafi.org
IRP2-Ta'afi and DCEO-Tahfeez Projects
Chemonics Iraq LLC
Jouhayna Business Center, 100m Road, Erbil, Iraq

Reference: Request for Proposals No. IRP2-ERB-OPS-2023-013

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

Dear IRP2-Ta'afi Procurement Team:

[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 RFP.:

[Offerors: It is incumbent on each offeror to clearly review the 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 and Stamp
[Offeror: Insert name of your organization's representative]
[Offeror: Insert name of your organization]

Annex 2 Guide to Creating a Financial Proposal for a Fixed Price LSA and Sample Cost Proposal Template

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the LSA will be funded under a United States government-funded projects, it is important that all offerors' budgets conform to this standard format. It is thus strongly recommended that offerors follow the steps described below.

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.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed services and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. Offerors should consider best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc. In addition to providing the cost for each deliverable individually, offerors should provide a monthly lump sum cost for the retainer services.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on attachment "B" Sample Cost Proposal Template. All items and services must be clearly labeled and include the total offered price.

All cost information must be expressed in US Dollars. The selected offeror will be awarded a fixed-price LSA for the value of the final accepted financial proposal. Following LSA signature, no budget modifications will be made to account for additional costs that Chemonics deems could reasonably have been anticipated during the proposal phase – therefore, offerors are strongly encouraged to consider all aspects and associated costs of their technical proposal in developing their proposed budget.

Step 4: Write Budget Narrative (Optional). A budget narrative is not required to be considered for award, but offerors may provide one to supplement or compliment their budget spreadsheet. The narrative may be provided in MS Word to explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable. Supporting information will allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

See attachment "B": Sample Cost Proposal Template for an example of a budget proposal format, which may be completed in its current form or edited to better detail the offeror's proposed costs.

Annex 3 Required Certifications

EVIDENCE OF RESPONSIBILITY

INSTRUCTIONS TO OFFERORS: Please edit and update the text in red below to indicate that your company is able to comply with the terms and conditions of the subcontract.

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

UEI Number: (if applicable) Enter the Unique Entity Identifier (UEI number) assigned to the company

2. Authorized Negotiators

Company Name proposal for Legal Services in Iraq 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. IRP2-ERB-OPS-2023-013 – Legal Services.

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/UEI 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/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? (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.

☐ Yes ☐ No

5. Record of Performance, Integrity, and Business Ethics

Company Name record of integrity is exemplary. 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.

☐ Yes ☐ No

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

Company Name has an appropriate organizational system for managing the subcontract SOW and deliverables. **Company Name** has accounting and control procedures to adequately accommodate and responsibly manage funds and payments as needed for this subcontract. *(may include additional details as appropriate)*

☐ Yes ☐ No

7. Equipment and Facilities

Company Name has the necessary facilities and equipment to carry out the contract as per the subcontract SOW. *(may include additional details as appropriate)*

☐ Yes ☐ No

8. Eligibility to Receive Award

Company Name is 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.

☐ Yes ☐ No

Additionally, **Company Name** has performed work of similar nature under similar mechanisms for USAID:

☐ No

☐ Yes – *please describe:*

9. Cognizant Auditor

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

10. Acceptability of Contract Terms

Company Name has read and accepts the proposed contract terms and conditions.

☐ Yes ☐ No

Signature: _____

Name: _____

Title: _____

Date: _____