

Blanket Purchase Agreement (BPA) Request for Quotations (RFQ) for Services

RFQ Number: DCEO-OPS-BGD-050

Issuance Date: October 10, 2024

Deadline for Offers: October 30, 2024

Description: RFQ for Blanket Purchase Agreement (BPA) To Provide Translation and Interpretation Services

For: Durable Communities and Economic Opportunities (DCEO Tahfeez)

Funded By: United States Agency for International Development (USAID),
Contract No. AID-IDIQ 72026719D00001.

Implemented By: Chemonics International Inc. under local registration under its local registration Samaa Altatawer -Sky of Development for General Trading LLC (SOD).

Point of Contact: Procurement team at IRQ-DCEO-TO1Proc@iraqdceo.com

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

Chemonics is committed to integrity in procurement, and only selects Vendors based on objective business criteria such as price and technical merit. Chemonics expects Vendors 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 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 Vendor offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFQ 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 businessconduct@chemonics.com or tmcglotten@iraqdceo.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Headquarters office through the contact information listed on the website found at the hyperlink above.

Section 1: Instructions to Offerors

1. **Introduction:** The DCEO Tahfeez Project is a USAID program implemented by Chemonics International under its local registration Samaa Altatawer -Sky of Development for General Trading LLC (SOD). The goal of the DCEO Tahfeez is to develop to support Iraqis to build resilient, adaptive communities and to advance economic well-being in Iraq by addressing underlying drivers of conflict, increasing community leadership of inclusive local development, improving private sector networks, and enhancing micro-, small, and medium enterprise (MSME) competitiveness. As part of project activities, the DCEO Tahfeez requires the purchase of **Translation and Interpretation Services**.

The purpose of this RFQ is to solicit quotations from eligible vendors for as-needed, ad hoc purchases of services for **Translation and Interpretation Services**. As a result of this RFQ, the DCEO Tahfeez Project anticipates issuing a blanket purchase agreement (BPA) and/or possibly multiple BPAs to establish specific pricing levels and parameters for ordering these services. This will allow the DCEO Tahfeez Project to issue specific purchase orders, on an as-needed basis, for the procurement of these items over the next twelve (12) months. The Vendor shall furnish the services described in any purchase orders issued by Chemonics International under this BPA. Chemonics International is only obligated to pay for services ordered through purchase orders issued under this BPA and delivered by the Vendor in accordance with the terms and conditions of this BPA.

Offerors are responsible for ensuring that their offers are received by Chemonics International in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere to instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol:** Offers must be received by submission link no later than **05:30 PM** local Baghdad, Iraq time on **October 30, 2024**. Any emailed offers must be made using the submission link [RFQ-DCEO-OPS-BGD-050 Translation and Interpretation Services Submission](#). The RFQ must be stamped and signed by the offeror's authorized representative.

The Offeror must submit the proposal electronically via the provided email address. Please note that only Adobe Portable Document (PDF) format is accepted, with a maximum file size of 5 MB. The technical proposal and cost proposal must be kept separate from each other.

Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will be considered only at the discretion of Chemonics.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **5:30 PM** local Baghdad, Iraq time on **October 16, 2024**, by email to IRQ-DCEO-TO1Proc@iraqdceo.com. Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Chemonics will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Chemonics or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. **Scope of Work:** Section 3 contains the Scope of Work for the required services that may be ordered under the BPA and technical qualifications that the selected offeror must possess.

5. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis. Prices must be presented in local currency **IQD**. Prices must be inclusive of all costs (including worker's compensation insurance mandated by U.S. Defense Base Act (DBA insurance)). Offers must remain valid for not less than **ninety (90) calendar days** after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead; in the event this is not possible, offerors may complete the table in Section 3.

In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- Individuals responding to this RFQ are requested to submit a copy of their identification card.
- Company/individual' profile or 2-3 pages introduction to company/individual's areas of expertise and practice, and description of the team and main clients
- Contact information for at least three (3) references of past or present clients indicating the relevant services carried out in the last three (3) years that best illustrate company/individual's qualifications and past performance;

The price quotation be submitted separately from above documents. All other parts of this quotation must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

6. **Delivery:** As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
7. **Source/Nationality/Manufacture:** All services offered in response to this RFQ 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](#). The cooperating country for this RFQ is Iraq.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

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.

8. **Taxes and VAT:** The agreement under which this procurement is financed is not exempt from the payment of taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, offerors must include taxes, VAT, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.
9. **UEI Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number if selected to receive an award and the total cumulative amount of all POs under this BPA will be greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement noting their intention to obtain a UEI number should it be selected as the successful offeror or explaining why registration for a UEI

number is not possible. Contact sam.gov to obtain a UEI number. Further guidance on obtaining a UEI number is available from Chemonics upon request.

10. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
11. **Evaluation and Award:** An award will be made to the offeror whose offer is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFQ, 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 “Tradeoff” process.

This RFQ will use the tradeoff process to determine the best value. That means that each offer will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. For overall evaluation purposes of this RFQ, technical evaluation factors other than cost, when combined, are more important than cost. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating quotations, Chemonics International will use the following evaluation criteria and sub-criteria.

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical know-how	Does the quotation clearly explain, understand, and respond to the objectives of the project as stated in the Scope of Work?	15 points
Corporate Capabilities	Chemonics International will evaluate whether the company's experience is relevant to the project's Scope of Work and whether the company has the capability to cover the locations listed in the technical quotation.	25 points
Price	The overall cost presented in the offer	25 points
Past Performance	Offerors must submit information from at least three contracts demonstrating their past performance. These contracts must be relevant to the type of services included in the SOW. Each contract must include the following information: client, duration of services, price, type of services performed, location of services delivered, and points of Contact/References to confirm past performance.	35 points

Please note that in submitting a response to this RFQ, the offeror understands 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 the DCEO Tahfeez Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

12. **Terms and Conditions:** This is a RFQ only. Issuance of this RFQ does not in any way obligate Chemonics, the DCEO Tahfeez Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Chemonics' standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Chemonics' standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment for purchase orders issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding BPA award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be in the form of a Blanket Purchase Agreement (BPA). The DCEO Tahfeez Project anticipates issuing a BPA (or multiple BPAs) under which specific purchase orders can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the services described in the BPA, the DCEO Tahfeez Project will issue a purchase order to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ, the purchase order will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of at least **twelve (12) month** months. The Vendor shall furnish the services described in any purchase orders issued by the DCEO Tahfeez Project under the BPA. The DCEO Tahfeez Project is only obligated to pay for services to the extent purchase orders are issued under any BPA resulting from this RFQ.
- (c) No services or commodities may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
- (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.

Insurance and Services: Within two weeks of signature of this BPA 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 offeror 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 offeror shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. Note DBA shall be 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 05-05 — 02/12/04]

The Offeror 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 Offeror 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 05-05 — 02/12/04] 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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) USAID's DBA insurance carrier. Pursuant to the clause of the Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Offeror shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is 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.

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. Effective May 16, 2024, USAID DBA rates are: Service: \$0.69, Construction: \$2.54, and Security: \$5.37.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of the Subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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

13. **Privility:** By submitting a response to this RFQ, 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 International 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 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- ☐ Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- ☐ Official quotation, including proof of technical qualifications, (see Section 3 for scope of work, required technical qualifications, and the template to provide quotations);
- ☐ Copy of offeror's registration in federal Iraq;
- ☐ Evidence of responsibility (see Section 5 for template)
- ☐ Contact information for at least three (3) references of past or present clients indicating the relevant services carried out in the last three (3) years that best illustrate company/individual's qualifications and past performance (see Section 1.5 for more details);
- ☐ Company/individual' profile or 2-3 pages introduction to company/individual's areas of expertise, and description of the team and main clients (see Section 1.5 for more details);

Section 3: Scope of Work and Technical Qualifications

The purpose of this RFQ is to engage the firm to provide Translation and Interpretation Services to the Chemonics and DCEO / Tahfeez Baghdad office. The supplier shall request to provide personnel for the provision of the following:

The objective is to provide comprehensive translation and interpretation services for various documents, meetings, and events between Arabic and English languages. The services shall cater to Chemonics International project in Iraq, Durable Communities and Economic Opportunities (DCEO Tahfeez), to both written and spoken communications, ensuring high quality standards, accuracy, and timely delivery.

Technical Qualifications that the selected offeror must possess:

- Minimum three years (3) of years of experience and proven track of record providing the services outlined in Scope of Work
- Staff assigned to these tasks must have a minimum two (2) years of years of experience and have completed all required certifications and licenses required by local law and regulations.

Services and Pricing Table:

The table below lists the services that may be ordered under the BPA mechanism. Offerors are requested to provide per-unit quotations based on the information below, submitted on official letterhead or an official quotation format. If this is not feasible, offerors may complete this Section 3 and submit a signed and stamped version to Chemonics.

Line Item	Description	Unit	Unit Price IQD
1	Translation service of electronic documents from English to Arabic and vice versa	One Page	
2	Legal translation service of hard copy documents from English to Arabic and vice versa	One Page	
3	Proofreading of documents	One Page	
4	Simultaneous interpretation service	Translator per hour	
5	Simultaneous interpretation equipment	Set per day	

Deliveries shall be made by the Vendor to the DCEO Tahfeez Project.

Delivery time (after receipt of order): _____ calendar days.

The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

The prices quoted above remain fixed for the next **90 days**:

____ Yes ____ No

Service Descriptions:

1. Translation services of documents from English to Arabic and vice versa

- Documents can be business documents, legal documents, records, technical manuals, marketing materials, etc. as requested.
- Translator should produce high quality translation by understanding the content of the document to preserve the original meaning and context.
- Translator should deliver final edited, formatted, proofread, and spell-checked translated material using the same format or as required otherwise.
- Use of technical-specific terminology and jargon where needed.
- Translation may include images and charts.
- One page is approximately 530 words
- Assure that texts meet high quality standards, are error free and will not need further editing after delivery.
- Deliver the edited documents as per each specific assignment.
- Translated documents should be delivered in Word format unless otherwise requested.

2. Legal translation service of hard copy documents from English to Arabic and vice versa

- Hard copy translated documents should be certified and provided with official stamps.
- Documents can be business documents, legal documents, records, technical manuals, marketing materials, etc. as requested.
- Translator should produce high quality translation by understanding the content of the document to preserve the original meaning and context.

- Translator should deliver final edited, formatted, proofread, and spell-checked translated material using the same format or as required otherwise.
- Use of technical-specific terminology and jargon where needed.
- Translation may include images and charts.
- One page is approximately 530 words
- Assure that texts meet high quality standards, are error free and will not need further editing after delivery.

3. Proofreading of documents

- Detailed examination of documents for grammatical errors, spelling mistakes, and punctuation.
- Ensure accurately conveyed intended message, context, and nuances of the source material.
- Verify and maintain consistency and coherence by checking consistency in tone, terminology, content flow (logically and coherently), style, and formatting throughout the document.
- Incorporate requestor's feedback if any, and make revisions as needed.

4. Simultaneous interpretation

- Professional interpreter to provide real-time simultaneous interpretation and accurate translation from English to Arabic and vice versa during project events (workshops, trainings, conferences, events, and meetings, technical working groups meetings, between international advisors, various documents, speeches, presentations, fact sheets, reports, etc. as assigned.)

5. Simultaneous interpretation equipment

- Provide necessary interpretation equipment, such as booths, microphones, and headsets, for up to 50 participants.
- Ensure equipment is set up and tested on-site in advance to prevent any interruptions during service delivery.

○ **Section 4: Offer Cover Letter**

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: DCEO Tahfeez
Al-Mansour, Baghdad, Iraq.

Reference: RFQ No. DCEO-OPS-BGD-050

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Chemonics or DCEO Tahfeez project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Chemonics’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company UEI Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

SECTION 5: EVIDENCE OF RESPONSIBILITY

Evidence of Responsibility

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

UEI Number: Enter the Unique Entity Identifier (UEI) number assigned to the company (Instructions to Offerors: Offerors will provide their registered UEI number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Sam.gov regulates the system and registration may be obtained online at sam.gov. If Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to obtain a UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not applicable or not possible. Additional guidance on obtaining a UEI number is available upon request.)

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 RFQ No. DCEO-OPS-BGD-050

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 2 CFR 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 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 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 (<https://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.)

14. Prohibition Against Transactions with Blocked Persons

Persons whose property and interests in property are blocked pursuant to an Executive order or regulations administered by the Department of Treasury's Office of Foreign Assets Control, or "OFAC" (blocked persons) are considered to have an interest in all property and interests in property of an entity in which such blocked persons own, whether individually or in the aggregate, directly or indirectly, a 50 percent or greater interest. Consequently, any entity owned in the aggregate, directly or indirectly, 50 percent or more by one or more blocked persons is itself considered to be a blocked person. The property and interests in property of such an entity are blocked regardless of whether the entity itself is listed in the annex to an Executive order or otherwise placed on OFAC's list of Specially Designated Nationals ("SDNs"). Accordingly, a U.S. person generally may not engage in any transactions with such an entity, unless authorized by OFAC. In certain OFAC sanctions programs (e.g., Cuba and Sudan), there is a broader category of entities whose property and interests in property are blocked based on, for example, ownership or control.

In accordance with [OFAC's 50 Percent Rule](#), **Company Name** certifies as follows:

- a. Does one or more blocked persons, individually or in aggregate, directly or indirectly, hold a 50 percent or greater interest in **Company Name**? *(OFAC's 50 Percent Rule applies to entities owned 50 percent or more in the aggregate by one or more blocked persons. Accordingly, if Blocked Person X owns 25 percent of Entity A, and Blocked Person Y owns another 25 percent of Entity A, Entity A is considered to be blocked. "Indirectly," as used in OFAC's 50 Percent Rule, refers to one or more blocked persons' ownership of shares of an entity through another entity or entities that are 50 percent or more owned in the aggregate by the blocked person(s).)*

☐ Yes ☐ No

b. Does one or more blocked persons control **Company Name**?

☐ Yes ☐ No

c. If the answer to (b) is “Yes”, is one or more blocked persons listed as an Authorized Negotiator under Section 2 of this Annex?

☐ Yes ☐ No ☐ N/A

d. Does one or more blocked persons, individually or in aggregate, directly or indirectly, hold less than a 50 percent interest in **Company Name**?

☐ Yes ☐ No

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____
