

Request for Quotations (RFQ)

RFQ Number: IRP2-PROG-CONST-NWA091

Issuance Date: November 14th, 2024

Deadline for Offers: November 28th, 2024

Description: Rehabilitation of Kinrovi PHC

For: Iraq Community Resilience Initiative (ICRI) – Ta’afi

Funded By: United States Agency for International Development (USAID),
7200AA19D00015, 7200AA21F00006

Implemented By: Chemonics International Inc. through its entity Chemonics Iraq LLC.
(Hereinafter referred to as “Chemonics”).

Point of Contact: **Procurement Team:** construction@icritaafi.org

***** 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://chemonics.com/OurStory/OurMissionAndValues/Standards-of-Business-Conduct/Pages/default.aspx>.

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 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 jshowens@icritaafi.org with any questions or concerns regarding the ETHICAL AND BUSINESS CONDUCT REQUIREMENTS. Potential violations may also be reported directly to Chemonics’ Washington office through the contact information listed on the website found at the hyperlink above.

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Section 1: Instructions to Offerors

1. Introduction:

ICRI-Ta'afi program is a USAID program implemented by Chemonics International in Iraq through its entity Chemonics Iraq LLC. USAID/OTI through ICRI-Ta'afi will Rehabilitate the Kinrovi PHC. Offerors are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration. See Section 2: Statement of Work, Specifications and Technical Requirements, Bill of Quantities for details.

2. Offer Deadline and Protocol: Offers must be received no later than **16:00** local time on November 28th, 2024, by email. Any emailed offers must be emailed to construction@icritaafi.org.

Please reference the RFQ number in any response to this RFQ. 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 the technical evaluation committee. Chemonics cannot guarantee that late offers will be considered.

3. Questions: Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **15:00** local time on November 24th, 2024, by email to construction@icritaafi.org. Questions must be submitted in writing; phone calls will not be accepted. 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. Please include the RFQ number in the subject line of your email.

4. Technical Requirements for Offerors:

Companies and organizations that submit proposals in response to this RFQ must meet the following requirements or they will not be considered for award:

- Draft Work Plan
- CVs of Key Personnel (Section 1.22): The Offeror should demonstrate that professional staff with extensive experience is 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 subcontract and shall not be replaced without prior written consent of Chemonics. The Offeror's Technical Volume should include CVs for the following **required key personnel**:
 - **Project Manager:** minimum B.SC Degree in civil engineering with 3 years of relevant work experience as a project manager and/or civil engineer.
 - **Civil Engineer:** B.SC Degree or higher in Civil engineering with minimum 3 years of relevant work experience.
 - **Safety and Environmental Officer:** With 2 years of relevant work experience, special consideration shall be given to staff who is IOSH\NEBOSH or OSHA certified.
- Information on Past Performance (Section 1.22)
- Statement of Work and Technical Requirements (Section 2.A)
- Proposed detailed Bill of Quantities (Section 2.B / Attachment B.1)
- Access and Safety Plan.
- Waste management plan Offeror utilizes when implementing activities.
- Health and Safety Plan
- Staff Recruitment Plan

- Organizations responding to this RFQ are requested to submit the names and contact details for three (3) examples of past performance at a minimum.
- A copy of the official registration or business license (RCCM) in Federal Iraq and/or Kurdistan Region of Iraq, a copy of their tax status certificate, a copy of the national identification card or passport for the key representative.
- Company profile or 2-3 pages introduction to company's areas of expertise and practice, and description of the team and main clients.
- Companies must have a local presence in federal Iraq and/or Kurdistan region of Iraq at the time the purchase order is signed.
- Minimum three (3) years of experience with a proven track record of implementing similar work in a similar environment is a must, otherwise the offers will not be considered. This includes working in a post-conflict environment with potential unexploded ordinances.

5. **Mandatory Site Visit:**

In order to provide bidders with an opportunity to raise questions and learn more about the site and the scope of work described herein, **a mandatory site visit will be held** on November 19th, 2024, at **10:30 am** local time, at the Kinrovi PHC.

Please confirm attendance via email to construction@icritaafi.org by **15:00** local time on November 18th, 2024. The RFQ number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Chemonics will only accept proposals from those bidders who attend the site visit. In addition, only 2 people from the interested Offerors firm may attend the mandatory site visit. In order that each firm fully understands the RFQ requirements, one person from each firm attending the mandatory site visit must be a qualified engineer, preferably the Offeror's proposed project manager for the work.

Interested Offerors who are unable to attend the site visit on the date specified above, must notify Chemonics no later than **15:00** local time on November 18th, 2024 of their interest in attending the mandatory site visit. Chemonics will arrange one or more mandatory site visits for them.

Participation in the site visit is the responsibility of the bidder. Chemonics will not reimburse bidders for any costs associated with attending the site visit.

Upon receipt of an award, the Offeror waives any claim arising from any errors, inconsistencies or ambiguities, that the Offeror or any person or entity working with or under the Offeror on the contract became aware of, or should have reasonably become aware of, prior to Offeror's submission of its proposal.

Offerors must promptly report any errors, inconsistencies, or ambiguities regarding this RFQ by sending an email to construction@icritaafi.org.

6. **Specifications:** Section 2 contains the technical specifications of the required items. All commodities offered in response to this RFQ must be new and unused. In addition, all electrical commodities must operate on 220V/240V, 50Hz.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

7. **Environmental Compliance:** The Offeror shall follow the established Environmental Mitigation Measures Plan (EMMP) and Environmental Mitigation Report (EMR) (provided in Attachment 6) in order to comply with USAID requirements for the ICRI-Ta'afi project. The purpose of the EMMP is to implement mitigation measures to avoid identified adverse environmental impacts and climate risks and to monitor the effectiveness of these mitigation measures throughout the

construction period. Using the EMMP, the Offerors shall dutifully follow and implement all mitigation measures and monitoring protocols during all phases of construction and the Offerors shall develop a document describing how the firm will address the project's EMMP requirements for this construction effort as provided under Attachment 6. The Offerors shall also maintain the environmental reporting documentation on file and provide a completed Environmental Mitigation and Monitoring Report (EMR) to Chemonics on a bi-weekly basis during the implementation.

8. **Performance Guarantee:** Within 7 (seven) calendar days after execution of the Purchase Order, the successful Offeror shall deliver to Chemonics a performance guarantee in the amount of 10% of the Purchase Order amount in the form of an official bank guarantee shall be issued by a reputable bank licensed to do business in Iraq. The format of the bank guarantee shall be as indicated in Attachment 7. This Guarantee shall be valid until a date 28 Calendar days from the date of issue of the Certificate of Final Completion.
 9. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including materials, labor, delivery, and all other costs. Bidders must specify the currency used in their quotations/cost proposals in IQD. In accordance with the policy of the Iraqi Central Bank, all payments made under this contract will be made in Iraqi Dinar. Offerors should use the BOQ attached as Attachment B.1 to this RFQ to provide unit and total prices for all line items.
 10. **Warranty:** The Subcontractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this RFQ. All equipment supplied under this activity must be covered by the manufacturer's standard international warranty which shall, at a minimum, protect Chemonics from any loss due to defective workmanship, material, and parts, for 12 (twelve) months (unless otherwise stated on the purchase order document) after the equipment is delivered to and accepted by Chemonics. A warranty letter/document shall be submitted by the Subcontractor along with delivering the items in the event that the warranty is breached, Chemonics may require, and the Subcontractor is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Subcontractor shall be responsible for all necessary domestic transportation charges required to ship the defective commodities to the Subcontractor and replacement commodities to Chemonics. In the event of the Subcontractor's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, Chemonics may remedy such defects on its own and claim the reasonable cost of such remedial action from the Subcontractor. At the time that any commodity delivered under this activity is transferred from Chemonics to the Government of the Cooperating Country or another entity within the Cooperating Country, all rights to warranty support and service shall be transferred with the commodity to that entity's end-user.
 11. **Retention:** 10% shall be withheld from the payment as a retention amount. 10% of the retention amount shall be released after the issuance of the Certificate of Final Acceptance by Chemonics.
 12. **Final Completion and Acceptance:** "Final completion and acceptance" mean the stage in the progress of the work as determined by Chemonics and confirmed in writing to the selected subcontractor, at which all work required under the subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."
- The "date of final completion and acceptance" means the date determined by Chemonics when final completion of the work has been achieved, as indicated by written notice to the selected subcontractor.
13. **Delivery/Implementation Plan:** 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) for any materials, and an implementation plan/timeline to complete the activity. The delivery estimates and implementation timeline presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

- 14. Mandatory Vetting:** Pursuant to AIDAR 752.204-71 all recipients of Chemonics Iraq awards above 33,000,000.00 IQD (\$25,000.00) must comply with vetting requirements of all key individuals under the given award. No contract will be provided until the recipient organization and all key individuals under the organization have passed vetting. The purpose of vetting is to mitigate the risk that USAID funds and other resources do not, even inadvertently provide support or benefit to individuals or entities that are terrorists, supporters of terrorists, or affiliated with terrorists.
- 15. Kick-off Meeting:** The Subcontractor shall participate in a kick-off meeting with ICRI-Ta'afi's engineer and grantee under the supervision of ICRI-Ta'afi. The purpose of the kick-off meeting is to introduce the Subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project. The Subcontractor shall summarize the comments generated during the meeting in a memorandum and revise the Final Design Documents and Implementation Plan accordingly.
- 16. Source/Nationality/Manufacture:**
- a) All goods and 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, and Syria.
- 17. Unique Entity Identifier (UEI) Number “if applicable”:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number “**if applicable**” if selected to receive an award in response to this RFQ valued greater than or equal to USD\$30,000 (or equivalent in other currency). Contact [sam.gov](#) to obtain a number. Further guidance on obtaining a UEI number is available from Chemonics upon request.

Note, per USAID letter dated November 29, 2021, approved by CO, offerors are exempt from obtaining a UEI number under this procurement.

- 18. Taxes and VAT:** The agreement under which this procurement is financed is exempted from the payment of VAT, tariffs, duties, or other levies imposed by any laws in effect in Iraq. Therefore, offerors must not include VAT as a separate line item(s) in their proposed quotation.
- 19. Insurance and Services:** Prior to starting work, the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the clause 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.

DEFENSE BASE ACT (DBA) INSURANCE – (If Applicable-Not Mandatory)

In accordance with FAR 52.228-3 and AIDAR 752.228-3, the Offerors may obtain DBA insurance prior to starting work. **The Offerors may include the costs of DBA insurance as a separate line-item cost in their proposal. In accordance with AAPD 17-01 Revision 4, the DBA rate to be applied for construction work is 2.54% of the total basic salary LOE.**

As this work is being done under an in-kind grant and Chemonics' contribution is service conducted under a fixed price subcontract, DBA is not mandatory for this procurement.

FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 17-01]- 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 the 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.

AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 17-01] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

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

(b)(2) If USAID or the Offeror has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Offeror'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.

(b)(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.

(b)(4) USAID's DBA insurance carrier. Pursuant to AIDAR 752.228 03 the Offerors 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 Indemnity & Liability Company (Starr). The agent and program administrator is Marsh MMA. Point of contact is: USAID@marshmma.com. Coverage should be request in accordance with USAID Contract No. 7200AA22C00029 with Starr/Marsh MMA. The costs of the DBA insurance are allowable and reimbursable as a direct cost to this subcontract."

The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

20. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies, 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.
21. **Validity Period:** Offers must remain valid for at least ninety (90) calendar days after the offer deadline.
22. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets or exceeds the eligibility requirements, is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:
 - **Technical – 35 points:** Technical capacity as demonstrated through the following: submission of technical qualifications; waste management plan, and health and safety plan.

In addition to the recruitment/staffing plan: employing workers who are based in the local area will be an important component of this activity. The Subcontractor shall propose how they plan to recruit local labor, for what types of positions, how and who will oversee the recruits, and training requirements including work safely, and material/ equipment usage.

- **Implementation Plan – 20 points:** Time is of the essence. Therefore, A detailed draft work plan shall be included in the Offeror’s technical volume. Indicating the realistic timeline for completing each phase of the scope of work as well as the overall implementation plan that meets the desired goals stated herein. The implementation plan should take into account any disruption mitigation measures (adjusted working hours, for example) identified in the proposed methodology and technical solution that could impact timing and schedule of the works. A detailed draft work plan shall be included in the Offeror’s technical volume.
- **Key Personnel- 20 points:** The Offeror’s Key Personnel shall be evaluated against the required professional requirements and experience:
 - **Project Manager:** minimum B.SC Degree in civil engineering with 3 years of relevant work experience as a project manager and/or civil engineer.
 - **Civil Engineer:** B.SC Degree or higher in Civil engineering with minimum 3 years of relevant work experience.
 - **Safety and Environmental Officer:** With 2 years of relevant work experience, special consideration shall be given to staff who is IOSH\NEBOSH or OSHA certified.
- **Past Performance and Experience – 25 points:** The Offeror shall be evaluated on the experience the firm has with related projects of construction with similar scope and size. Offerors must include (3) three past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. The references listed by the offeror might be contacted to complete a survey.

If there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that the award will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct any of the following:

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various suppliers, if in the best interest of the ICRI Ta’afi Project.
- Chemonics may cancel this RFQ at any time.

23. Protests: 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 Chemonics 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.

24. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, ICRI Ta’afi, 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 will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a purchase order.
- (c) No commodities or services 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, and 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 supplier under any award resulting from this RFQ must ensure compliance with these laws.
- (f) The title to any goods supplied under any award resulting from this RFQ shall pass to Chemonics following delivery and acceptance of the goods by Chemonics. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Chemonics.
- (g) the supplier is accountable for the bank outward transfer fees during the payment if there are any transfer fees.

25. Liquidated Damages

In accordance with FAR Clause 52.211-12 "Liquidated Damages" – Construction (SEPT 2000), if the Subcontractor fails to complete any deliverable as described in section 2 within the time specified in the Subcontract, or within any extension granted in writing by Chemonics, the Subcontractor shall pay to Chemonics as liquidated damages, the sum of **[To be determined upon PO award]** IQD for each day of delay until the work is completed or accepted. The maximum number of liquidated damages may not exceed 10% of the total contract amount.

26. Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire and Certifications for Subcontracts and Sub-Task Orders under Indefinite Delivery/Indefinite Quantity Subcontracts with a Value of \$30,000 or More.

As required under FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards", if the awarded subcontract is of a value of \$30,000 or more, the Subcontractor shall report to Chemonics for input in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). The questionnaire and certification are included in this RFQ as Attachment 5.

Section 2: Statement of Work, Specifications and Technical Requirements, and Bill of Quantities

2.A Statement of Work and Technical Requirements

The selected Subcontractor shall be responsible to site preparation and cleaning. Work will include center site cleaning and preparation, gypsum plastering with crack repairing, emulsion painting, plastic painting, room title board, concrete ramp, fuel tank with base, transformers installation, HT galvanized electrical tubulars, and development of final design documents, procurement, and installation services associated with all work to rehabilitate the Kinrovi PHC in accordance with Attachment B.1 Technical Specs and BOQ.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the SOW which may be necessary for the proper design and completion of the work in good faith shall be provided by the Subcontractor.

2.B Bill of Quantities

A bill of quantities (BOQ) detailing the work can be found in attached Attachment B.1. In summary, the construction includes:

- Center site cleaning and preparation
- Gypsum plastering with crack repairing
- Emulsion painting (internal)
- Plastic Painting (External)
- Room title board
- Concrete Ramp
- Supply and Installation of Transformer
- HT galvanized electrical tubular
- Galvanized steel channel cross arm
- Pin Insulator
- Disc Insulator
- Split Unit Air conditioning

The selected Offeror will be required to comply with the following:

- a) All works and materials must be in accordance with relevant Iraqi standard specifications; it is the selected Subcontractor's responsibility to obtain any relevant specifications by visiting the ministry of construction and housing web site at www.moch.gov.iq or physically obtain those documents from the mentioned ministry.
- b) The bill of quantities (BOQ) is a part of the proposed RFQ/purchase order documents and shall be read and construed in association and conjunction with the specifications, and method of measurement.
- c) Personal protective equipment (PPE) shall be provided for all laborer's, personnel, engineers, and possible visitors to the sites and subcontractor workers should comply fully with all Chemonics and Iraqi health and safety policies, procedures, and regulations.
- d) Should there be any damages caused by the work, the selected Subcontractor will be responsible for the cost of damages that may occur in public installations and repair them at their own expense.
- e) All materials and supplies shall be subjected to the ICRI-Ta'afi engineer's approval before starting the works.
- f) Prior to commence of work, the selected Subcontractor shall verify all existing conditions on site and secure necessary permits for construction.
- g) While implementing the work, it shall be the selected Subcontractor's responsibility to ensure traffic is not obstructed throughout implementation. It shall divert traffic with the necessary safety precautions as required and according to the access and safety plan.
- h) If additional equipment is required to continue this work that was not included in the original BOQ, the price shall be the responsibility of the Subcontractor.
- i) Abiding by ICRI-Ta'afi's Environmental Monitoring and Mitigation Plan (EMMP) when implementing the activity and Required Environmental Monitoring Report (EMR) for Planning and Design prior to project implementation, and EMRs Monitoring two weeks after work has started and every two weeks thereafter. Samples of these reports can be found in Attachment 6.

Section 3: Attachments

Attachment 1: Offer Checklist

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

- ☐ Offer Checklist - Attachment 1
- ☐ Offer Cover Letter- Attachment 2
- ☐ Required Representations and Certifications-Attachment 3
 - 3.1 Certification of Compliance
 - 3.2 Certificate of Independent Price Determination
- ☐ UEI NUMBER-Attachment 4
- ☐ FFATA Questionnaire -Attachment 5
- ☐ Required Environmental Mitigation and Monitoring Plan (EMMP) and Environmental Mitigation and Monitoring Report (EMR) - Attachment 6
- ☐ Bid/performance bond in the amount of 10% for 28 days after expiration of bid validity (see below example format)-Attachment 7
- ☐ Legal Documents, (See 1.4, above):
 - Organizations responding to this RFQ are requested to submit a copy of their official registration or business license (RCCM) in Federal Iraq or Kurdistan Region of Iraq, a copy of their tax status certificate, a copy of the national identification card or passport for the key representative.
 - Organizations responding to this RFQ are requested to submit the names and contact details for three (3) examples of past performance at a minimum.
 - The Offeror should demonstrate that professional staff with extensive experience is 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 subcontract and shall not be replaced without prior written consent of Chemonics. The Offeror's Technical Volume should include CVs for the following **required key personnel**:
 - Project Manager
 - Civil Engineer
 - Safety and Environmental Officer

Attachment 2: 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: ICRI, Ta'afi

Reference: RFQ No. IRP2-PROG-CONST-NWA091

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 ICRI, Taafi 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: _____
Does the company have an active bank account (Yes/No)? _____
Official name associated with bank account (for payment): _____

Attachment 3: Required Representations and Certifications

3.1 Certification of Compliance

_____ **[insert name of company]** (hereinafter called the "offeror")

The Offeror hereby certifies the following:

1. Authorized Negotiators

The **[insert name of company]** proposal in response to RFQ-IRP2-PROG-CONST-NWA091 may be discussed with any of the following individuals. These individuals are authorized to represent **[insert name of company]** in negotiation of this offer in response to RFQ-IRP2-PROG-CONST-NWA091

List Names of Authorized signatories

These individuals can be reached at **[insert name of company]** office:

Address

Telephone/Fax

Email address

2. Adequate Financial Resources

[insert name of company] has adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

[insert name of company] is able to comply with the technical requirements in Section 2, the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

[insert name of company]'s record of integrity is outstanding. **[insert name of company]** has 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 Volume.

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

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the subcontract type.)

6. Equipment and Facilities

(Offeror should state they have necessary facilities and equipment to carry out the subcontract.)

7. Eligibility to Receive Award

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their UEI number here as well, if applicable.)

8. Commodity Procurement

As applicable to this RFQ.

9. Cognizant Government Audit Agency

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

10. Acceptability of Terms and Conditions

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

11. Organization of Firm

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

Company Name

Name and title of authorized representative

Signature

Date

3.2 Certificate of Independent Price Determination, per FAR 52.203-2 (APR 1985)

_____ **[insert name of company]**_____ (hereinafter called the "offeror")

(a) The offeror certifies that—

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

(i) Those prices.

(ii) The intention to submit an offer; or

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

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

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

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

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

(2)

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

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

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

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

_____ **[insert name of company]**

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

Attachment 4: UEI Number, (If applicable, see #17 on page 6)

Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number **if applicable, see #17 on page 6**, if selected to receive an award in response to this RFQ valued greater than or equal to USD\$30,000 (or equivalent in other currency). Contact sam.gov to obtain a number. Further guidance on obtaining a UEI number is available from Chemonics upon request.

Company has UEI number: _____ **YES** _____ **NO**

Signature of Authorized Person: _____

Date: _____

Attachment 5: Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire and Certification

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the information in this form is required to be reported by prime contractors through FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" for subawards valued at \$30,000 and greater in the FFATA Subcontract Reporting System (FSRS.gov). **As required by FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more. Please review the Subcontractor Data included herein for accuracy and note any adjustments necessary. The Subcontractor is exempted from the FSRS.gov reporting in the case of a positive response to Section A.**

Prime Contract

USAID Prime Contract No. 7200AA19D00015

USAID Task Order No. 7200AA21F00006

Subcontractor Data

Insert Subcontractor Name:

Insert Subcontractor AddressLine1

Insert Subcontractor AddressLine2

Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other

Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country

Subcontract Number: IRP2-PROG-CONST-NWA091

Start Date: TBD

Subcontract Value: TBD

A. In the previous tax year, was your company's gross income from all sources **under** \$300,000?

☐ Yes ☐ No

If the Subcontractor reports a positive response to this Section, the Subcontractor is exempted from the FSRS.gov reporting.

B. If "No", please provide the below information and answer the remaining questions.

(i) Subcontractor UEI Number: Insert UEI on record

(ii) 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

(iii) 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?

☐ Yes ☐ No

- (iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?

☐ Yes ☐ No

- (v) If you have indicated “Yes” for paragraph (ii) **and** “No” for paragraph (iii) and (iv) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

1. Name: _____
Amount: _____
2. Name: _____
Amount: _____
3. Name: _____
Amount: _____
4. Name: _____
Amount: _____
5. Name: _____
Amount: _____

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

Signature and Title (required)

Date

*“Total compensation” means the cash and noncash dollar value earned by the executive during the Subcontractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
- (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**” Executive” means officers, managing partners, or any other employees in management positions.

Attachment 6: Required Environmental Mitigation and Monitoring Plan (EMMP) and Environmental Monitoring Report (EMR)

See attached files (EMRs and EMMP)

Attachment 7: Example Bank Guarantee for Performance Security

To: Chemonics Iraq LLC.
ICRI-Ta'afi
Erbil, Iraq

REF: Subcontract No. RFQ-IRP2-PROG-CONST-NWA091

Whereas [enter name of subcontractor], [enter subcontractor address] (hereinafter called "the Subcontractor") has undertaken, in pursuance of Subcontract No. [enter subcontract number] dated [enter date subcontract was signed] to execute [enter subcontract number], for [enter title of RFP] (hereinafter called "the Subcontract");

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

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

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

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____