

**Request for Proposals (RFP)
(CONSTRUCTION SERVICES)**

RFP Number: RFP- IRP2-CONST-NTL071
Description: Rehabilitation of Aqhwan and Al-Baghdadi Kindergartens in Baghdad, Anbar, Iraq
For: ICRI-Taafi
Contracting Entity: Chemonics Iraq LLC
Funded by: United States Agency for International Development (USAID), Contract No. 7200AA19D00015
Place of Performance: Anbar, Iraq
Release Date: December 22, 2024
RFP Issue: December 22, 2024
Mandatory Site visit Date: December 29, 2024
Questions Due: January 03, 2025
Proposals Due: January 07, 2025

******* 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/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 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 above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office at businessconduct@chemonics.com.

This RFP includes the following sections and attachments:

1. INSTRUCTIONS TO OFFERORS
2. SCOPE OF WORK
3. FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

ATTACHMENT A	LETTER OF TRANSMITTAL
ATTACHMENT B	REQUIRED CERTIFICATIONS
ATTACHMENT C	EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY
ATTACHMENT D	BILL OF QUANTITY (BOQ)
ATTACHMENT E	MITIGATION MEASURES, AND MONITORING AND EVALUATION TRACKING TABLES
ATTACHMENT F	FIXED PRICE SUBCONTRACT TERMS AND CONDITION

ACRONYMS

AIDAR	Agency for International Development (USAID) Acquisition Regulation
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
CV	Curriculum Vitae
EMMP	Environmental Monitoring Management Plan
EMMR	Environmental Monitoring Management Report
DBA	Defense Base Act
FAR	Federal Acquisition Regulations
ICRI	Iraq Community Resilience Initiative
ISIS	Islamic State of Iraq and Syria
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

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

Chemonics Iraq LLC (“Chemonics”), as Prime Contractor for the U.S. Agency for International Development USAID-funded Iraq Community Resilience Initiative (ICRI) – Taafi, under contract number 7200AA19D00015 requests proposals for rehabilitation of Aqhwan and Al-Baghdadi kindergartens in Baghdadi, Anbar, Iraq. Work at both buildings will include rubber floor tiles, non-slip ceramic tiles for flooring, cement plastering, polishing of limestone, PVC doors, aluminum partitions, repair doors and frames, repair main steel gate, plastic painting, plastic suspended ceiling, crystal clear glass, repair aluminum windows, PVC drainpipes, oriental toilet, western toilet, water pump, sewer system cleaning, main water supply PPR pipeline, PPR pipes, floor drain, water tank, taps, ceramic wash basin, mixer taps, electric bell, exhaust fan, socket switch, lightings, ceiling fan, electrical boiler, ACs, kitchen sink, curtains, waste bins and everything necessary to complete the work as detailed in Attachments D.1

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 subcontract. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by Sections 2 and 3.

This RFP does not oblige Chemonics to execute a subcontract, nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. 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**.

1.2. Offer Deadline

Offers must be received in electronic copy no later than 16:00 PM **local** time on **January 07, 2025**, at the following Email address: construction@icritaafi.org

Late offers will be considered at the discretion of the Chemonics evaluation committee.

1.3 Protocol for Submission of Offers and Required Documents

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein.

All offers must be prepared in English. Offers submitted in different languages will be considered at the discretion of the Chemonics evaluation committee. Any resultant subcontract will be issued

in English, and the English language will govern. All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical Volume (See Section 1.6)
- Volume 2: Cost Volume (see Section 1.7)

These volumes must be submitted 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 up and signed by the Offeror's representative.

Each offeror may submit only one proposal, either individually or as a partner in a joint venture. An offeror who submits or participates in more than one proposal shall cause all the proposals with that offeror's participation to be disqualified.

1.4 Questions and Clarifications

All questions and/or clarifications regarding this RFP must be submitted via email to construction@icritaafi.org no later than 13:00 PM local Baghdad time on **January 03, 2025**. All correspondence and/or inquiries regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained; all questions and inquiries must be in writing.

Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from a Chemonics or ICRI-Taafi employee or other entity should not be considered as an official response to any questions regarding this RFP.

1.5 Mandatory Site Visit

In order to provide offerors with an opportunity to raise questions and to learn more about the site and the scope of work described herein. **A mandatory site visit** to familiarize bidders with the place of performance will be held on **December 29 , 2024 at 11:00 AM** Baghdad local time, at Aqhwan and Al-Baghdadi Kindergartens in Baghdadi, Anbar, Iraq (destination between two kindergartens is 6 KM)

Aqhwan kindergarten: GPS coordinates: 33.9206640, 42.5217510

Al-Baghdadi kindergarten: GPS coordinates: 33.8820090, 42.5245230

POC: Eng. Mansour 07748091824

The site visit is mandatory, and Chemonics will accept proposals in response to this RFP only from those offerors who attend the site visit.

Please confirm attendance via email to construction@icritaafi.org no later than 13:00 pm Baghdad local time on **December 28, 2024**. The RFP number must be included in the subject line of your email. This confirmation should include the full name and contact information of all participants.

Participation in the site visits is the responsibility of the offerors. Chemonics will not reimburse offerors for any costs associated with the site visit.

Only 2 people from the Offerors interested firm may attend the mandatory site visit. In order that each firm fully understands the RFP requirements, one person from each firm attending the mandatory site visit must be a qualified **engineer** and it's preferred to be the anticipated project manager from Offeror's side.

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 RFP by sending an email to Construction@icritaafi.org

1.6 Technical Volume

The Technical Volume should describe in detail how the offeror intends to carry out the requirement specified to rehabilitate Aqhwan and Al-Baghdadi Kindergartens in Baghdadi, Anbar, Iraq as described in the Scope of Work (SOW) found in Section 2. The technical volume should demonstrate a clear understanding of the work to be undertaken, and the responsibilities of all parties involved. The technical volume should be organized by the evaluation criteria listed in Section 1.13 and respond to all requirements in Section 1.13 and Attachments A and B and D. The offeror should include details of personnel, equipment, and subcontractors who will be used to carry out the required activities as detailed in the SOW. The following documents must be included in the Technical Volume (failure to submit all of the following documents may result in disqualification of the award):

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- Project Methodology (see below)
- Draft Work Plan (see below)
- CVs of Key Personnel (see below)

- Information on Past Performance (see below)
- Copy of official license of legal registration in Iraq
- Proposed detailed Bill of Quantities (see below)
- Proposed detailed Specifications and List of Materials (see below)
- Access and Safety Plan (see below)

Project Methodology and Technical Solution: Using the information contained in the SOW, the offeror should describe its approach for executing each phase (demolition, design review, procurement, fabrication, and installation) of the project, in as much detail as necessary, for a successful outcome. The methodology and technical solution proposed by the offeror shall meet recognized industry standards and be cost efficient while taking into consideration the project's location and availability of materials and equipment. The methodology section should also include an outline of the offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with Environmental Regulations. The offeror should propose a detailed schedule that can be reasonably implemented for each phase of the project.

Draft Work Plan: The draft work plan for the proposed services shall be submitted in the form of a Gantt chart and shall provide a step-by-step process for executing every phase of the work in the most efficient manner.

Access and Safety Plan: The offeror is required to submit a plan on how they will access and work safely in both kindergartens in Baghdadi, Anbar, Iraq. Offerors will be required to minimize disruption (noise, debris, and access) to and guarantee safety for the rest of the site as much as possible, and clearly articulate in the Access and Safety Plan the measures that will be put in place to do so. offerors must specify in their proposal how they will minimize disruption and ensure the safety of staff and visitors. This shall also include how it will ensure external vehicle and internal pedestrian traffic will not be disrupted, how it will delineate and mark safe boundaries for the work site, how it will continue to work should it be raining, and:

- Arrange safe points of access and address to construction sites for all staff, contractors, and visitors.
- Subcontractors must ensure that the public are not exposed to risks to their health or safety, including at access and egress points to the workplace.
- The construction site to be organized so that pedestrians and vehicles can move safely and without risks to health.
- Suitable signs to be displayed where necessary at access points for reasons of health and safety.
- Subcontractors should ensure that the design of access points satisfies the provisions of all relevant planning guidelines and legal requirements, fire safety regulations and road traffic regulations.
- Subcontractor workers should comply fully with all local health and safety policies, procedures, and regulations.

Key Personnel: 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 subcontract and shall not be replaced without prior written consent of Chemonics. **We strongly encourage all offerors to consider diversity and inclusion when assembling their key personnel team and in recruitment of a local labor workforce.** The Technical Volume should include CVs for the following **required key personnel:**

1. **Project Manager: (1 project manager will supervise both sites)** minimum B.SC Degree in Civil engineering with 5 years of relevant work experience as a project manager.
2. **Two Safety and Environmental Officers: One officer for each building preferred** to hold IOSH/NEBOSH or OSHA certificate with 2 years of relevant work experience.

The Technical Volume should also include an organizational chart with the roles and availability of each proposed key personnel staff for this project.

Past Performance: The Technical Volume should include information on past performance, briefly describing at least **three (3) recent contracts of similar scope and duration.** It is not the intent of this RFP to solicit an overly long response, but it is important that the offeror's experience/expertise be adequately described. The information supplied must include the legal name and address of the organization for which services were performed, a description of the work performed, the duration of the work and size (in IQD or USD) of the contracts, a description of problems encountered in the performance of the work and actions taken to resolve them, and the contact information (current telephone number and email address) of a responsible representative of the contracting organization. Chemonics may use this information to contact representatives on prior contracts to obtain feedback on performance. Failure to submit complete and accurate information regarding previous similar or related contracts or subcontracts is grounds for disqualification from the award. Any offer not including this information will be accepted at the discretion of the evaluation committee.

Health and Safety Plan: Per USAID environmental compliance regulations, the selected Subcontractor will be required to follow an approved occupational health and safety plan during activity implementation. The Technical Offer should include the offeror's occupation health and safety plan, including how personal protection equipment is used, evacuation plans if required, specialized training for hazards, and first aid training.

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

Recruitment/staffing plan: A key component of Chemonics' work is to ensure local labor is being utilized in the locations of our activities. As such, a proportion of 'new workers' for the implementation of each task order should be employed as appropriate for the work. Tenderers are requested to provide a recruitment plan explaining how they will engage local labor from Baghdadi, Anbar, Iraq to help implement this project, including but not limited to identifying different levels and/or types of work that would allow the new hire of local labor, any required trainings that will be provided, the tenderer's recruitment/employment practices for short-term work, and monitoring requirements and responsibilities.

There is a 10-page limit to Technical Volume. This page limit does not include the following documents:

- Completed Letter of Transmittal (see Attachment A)
- Completed Required Certifications (see Attachment B)
- CVs of key personnel and Org Chart.
- Draft work plan
- Sketches, catalogue cut sheets and/or drawings.

1.7 Cost Volume

The Cost Volume is used to establish the best value among proposals and serves as a basis for negotiation for the signing of the subcontract. The Cost Volume must include a detailed budget and may include as applicable a budget narrative which explains the basis for the estimate of each budget element. Supporting information may be provided in sufficient detail to allow a complete analysis of each cost element. The Cost Volume shall also include the costs for any materials, survey, and geotechnical testing and analysis required to complete the development of the design documents. Any taxes or fees are not to be added later. Each line-item total price must be inclusive of all levels of effort, materials, transportation, testing, and other associated costs that can be reasonably expected to complete the work for the stated quantities. Quotations must be a firm fixed price, expressed in **Iraqi Dinar [IQD]**. All offerors should use the attached Bill of Quantities (Attachment D) as the basis for the preparation of the detailed budget. The completed Bill of Quantities shall be submitted with the Cost Volume.

In addition, Offerors are directed to Attachment D.1, Subcontract Article 15, Payment Schedule. Subcontract progress payments shall be based upon the percentage of the completion of work under the subcontract.

The anticipated contract type for this procurement will be a firm fixed-priced subcontract. Please note that the inclusion of separate line items for any indirect costs or fees will not be permitted. As such, it is expected that each offeror will provide comprehensive total values for each component inclusive of any/all indirect costs and fees.

The subcontract under which this procurement is financed is not exempt from the payment of taxes, VAT, tariffs, duties, bank internal/external transfers or other levies imposed by any laws in effect

in the Cooperating Country. Therefore, offerors must include taxes, VAT, charges, tariffs, duties, bank internal/external transfers and levies in accordance with the laws of Iraq.

1.8 Performance Guarantee

Within 7 (seven) calendar days after execution of this subcontract, the successful offeror shall deliver to Chemonics a performance guarantee in the amount of **10%** of the subcontract amount in the form of an official bank guarantee or a check. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Iraq. The format of the bank guarantee shall be as indicated in Attachment C. This Guarantee shall be valid until a date 28 calendar days from the date of issue of the Certificate of Substantial Completion.

1.9 Authorized USAID Geographic Code

All goods and services offered under this order must meet **USAID Geographic Code 935** (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

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 proposals include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.

1.10 Eligibility of Offerors

This RFP is open to all qualified offerors who submit a proposal that meets the requirements in accordance with this RFP.

Only those firms that attend the mandatory site visit are eligible to bid on this RFP.

In accordance with Federal Acquisition Regulation Clause 52.209-6, "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment," (SEP 2006), all offerors must certify that they are not debarred, suspended, or proposed for debarment. Chemonics will not award a subcontract to any firm or firms' principals who are debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

1.11 Validity Period

Offers must remain valid for at least ninety (90) calendar days after the offer deadline.

1.12 Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct negotiations and/or request clarifications prior to awarding a subcontract. Chemonics reserves the right to make multiple awards if it is in the best interests of the ICRI-Ta'afi program.

1.13 Basis for Award

Chemonics intends to award a subcontract resulting from this solicitation to the responsible offeror whose proposal represents the best value to the ICRI-Taafi program after evaluation of the following criteria, with the weights applied accordingly:

- **Proposed Methodology and Technical Solution** **35 Points**

The offeror should be evaluated on the overall understanding of the scope of work. Specifically, the offeror should be evaluated on how realistic the proposed technical solution is in completing projects on schedule and meeting delivery guidelines. This technical solution shall integrate design methodology, procurement process, construction methods, techniques, project scheduling, and project management to deliver the required scope of work with the highest construction quality. Special consideration shall be given to the offeror's ingenuity, creativity, and use of sound engineering principles in its proposed solutions. The offeror's proposal shall include a draft rehabilitation plan providing a step-by-step process for executing every phase of the work in the most efficient manner, including access, health, and safety plan (incorporating specific disruption mitigation and safety measures for the residents of the neighborhood), Waste Management Plan, Recruitment/staffing plan.

- **Key Personnel** **15 Points**

The offeror's key personnel shall be evaluated on the experience of the team members with similar projects. Special consideration will be given to a well experienced:

1. Project Manager with a civil engineering degree
2. Two Safety and Environmental Officers

- **Past Performance and Experience** **15 Points**

The offeror should be evaluated by the experience the firm has with related projects of construction. Offeror must provide 3 references contacts or proofs for executing these projects. Special consideration shall be given to firms having executed such projects in Iraq. The references listed by the offeror shall be contacted to complete a survey.

- **Proposed Schedule of Implementation** **35 Points**

Time is of the essence. Therefore, a detailed draft work plan in the form of a gannt chart shall be included in the offeror's technical volume. The schedule should iindicate 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.

Once the evaluation of offers is completed based on the above criteria, the Cost Volume will be used in conducting the best value analysis. The combined technical factors above are more important than cost or price. However, Chemonics will not select an offer for award on the basis of a superior technical proposal without considering cost. Cost will be evaluated based on cost reasonableness, allowability, and realism. A technical/cost trade-off analysis will be performed by Chemonics in order to determine the best value to the project.

1.14 Terms and Conditions of Subcontract

Issuance of this solicitation does not in any way oblige Chemonics to award a subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions detailed in Section 3. Any resultant award will be governed by these terms and conditions. Chemonics reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual subcontract document to be executed by Chemonics and the selected awardee.

1.15 Insurance and Services

Within two weeks of signature of this subcontract, the Offeror at its own expense (except that DBA shall be reimbursable to the Offeror at cost), 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.

DEFENSE BASE ACT (DBA) INSURANCE (if applicable)

In accordance with FAR 52.228-3 and AIDAR 752.228-3, if the selected subcontractor chooses to purchase DBA insurance, they must obtain the DBA insurance prior to starting work.

Offerors should not include the costs of DBA insurance as a separate line-item cost in

their proposal. If DBA insurance is purchased, the exact cost will be added to the subcontract payment amount to be fully reimbursed. 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.

- a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]- 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.
- b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22 – 01-6-10-22] I dAs 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 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.

(b)(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.

(b)(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.

(b)(4) Contracts 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.

1.16 Mandatory Vetting: Pursuant to AIDAR 752.204-71 all recipients of Chemonics Iraq awards above \$25,000 must comply with the vetting requirements of all key individuals under the given award. No subcontract 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.

1.17 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 article.3 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 subcontract award] USD for each day of delay until the work is completed or accepted. The maximum number of liquidated damages may not exceed [to be determined upon subcontract award] of the total contract amount.

1.18 Protests

Please note that in submitting a response to this solicitation, 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 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 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal for Rehabilitation Aqhwana and Al-Baghdadi Kindergartens in Baghdadi, Anbar, Iraq.

A.1 SCOPE OF WORK

The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the SOW which may be necessary for the proper design and completion of the work in good faith shall be provided by the subcontractor. The Subcontractor shall be responsible for rehabilitation work at both buildings of the kindergartens will include rubber floor tiles, non-slip ceramic tiles for flooring, cement plastering, polishing of limestone, PVC doors, aluminum partitions, repair doors and frames, repair main steel gate, plastic painting, plastic suspended ceiling, crystal clear glass, repair aluminum windows, PVC drainpipes, oriental toilet, western toilet, water pump, sewer system cleaning, main water supply PPR pipeline, PPR pipes, floor drain, water tank, taps, ceramic wash basin, mixer taps, Electric bell, exhaust fan, socket switch, lightings, ceiling fan, electrical boiler, ACs, kitchen sink, curtains, waste bins and everything necessary to complete the work.

The work to be performed includes the following:

Phase 1 – Implementation Plan

The selected subcontractor shall be responsible for the development of a detailed Implementation Plan. At a minimum, the Implementation Plan shall include the demolition plan, criteria for review of the design documents, a listing of the available records reviewed, the finalized progress and work schedule, a description of the means and methods to be employed for a successful delivery, identification of the required construction permits, schedule of the geotechnical and material tests to be performed and name of the company(ies) that will perform the testing, maintenance of traffic (MOT) plan, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the selected subcontractor. The work schedule for the various phases shall be prepared using the Critical Path Method.

Phase 2 – Review and Update of Final Design Documents

The Final Design Documents associated with this project were prepared by project engineers in December 2024. The Final Design Documents are presented under Attachment D.1 technical specifications, and bill of quantities as prepared by ICRI-Taafi Engineer for the implementation of the project. The selected subcontractor shall perform a constructability review and familiarize themselves with the Final Design Documents and reproduce them as necessary in order to verify all information and quantities contained therein. In particular, the selected subcontractor shall

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

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

Phase 3 – Kick-Off Meeting

The selected subcontractor shall participate in a kick-off meeting and site visit with the ICRI-Taafi's engineer and the grantee management under the supervision of ICRI-Taafi. The purpose of the kick-off meeting is to introduce the selected subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

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

Phase 4 - Site and Work Implementation

The selected subcontractor shall secure and isolate the worksite for the protection of its workforce and the public. The subcontractor shall install the proposed components associated with the rehabilitation as per the implementation plan and approved final design documents.

The selected subcontractor will be responsible for procuring and/or fabricating all required components for the Work as well as all necessary appurtenances for a complete installation. The selected subcontractor will be responsible for all permit fees, procurement, shipping, testing, and storage, as required. Delays in procurement, fabrication, and/or shipping shall be the responsibility of the selected subcontractor.

The work at both kindergartens shall include but not be limited to:

Supply and install and maintain:

- **Site preparation**
- **Rubber floor tiles**
- **Masonry works**
- **New cement plastering**
- **Polishing of limestone**
- **PVC doors with frame**
- **Repair steel doors and wooden doors**
- **Walls Plastic Painting**
- **Repair steel windows**
- **Western toilet**
- **Water pump**

- Sewer system
- Main water supply PPR pipeline
- PPR pipes
- Floor drain
- Drainpipes
- Water tank
- Siphon
- Taps
- Ceramic wash basin
- Mixer taps
- Maintenance of sub distribution board
- LV power cable
- Main distribution board
- Electric bell
- Exhaust fans
- Socket switch
- External lighting
- Ceiling lighting
- Ceiling fan
- Electrical boiler
- ACs
- Kitchen sink
- Zebra curtain
- Steel wheel waste bins

Site clearing and grubbing shall be accomplished using a combination of mechanized equipment and manual labor to expedite the implementation of the work and protect the environment. The selected subcontractor shall furnish all labor, tools, materials, and equipment for the work associated with rehabilitation of Aqhwan and Al-Baghdadi Kindergartens. All materials, equipment and fabricated components installed in the project shall be new and free of defects.

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

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

Throughout this work phase, the selected subcontractor shall follow the established Environmental Mitigation and Monitoring Plan (EMMP) as provided under Attachment E in order to comply with USAID requirements for the ICRI-Taafi program. The purpose of the EMMP is to mitigate environmental impact of the potential activities by applying mitigation actions throughout implementation. Using the prescriptions of the EMMP, the selected subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project.

During the implementation of the project, the selected subcontractor shall maintain a photographic record of work on site to document daily progress along with a record of all individuals who access the site throughout implementation. The access records shall be available upon request to ICRI-Taafi engineer for review during site visits.

Phase 5 - Substantial Completion and Inspection

The selected subcontractor must complete all work required under the subcontract in a satisfactory manner, in accordance with the design documents and specifications in the BOQ. The selected subcontractor shall be responsible for all reasonable site cleaning and proper material disposal to ensure that the site is returned to its original condition. The selected subcontractor shall inform ICRI-Taafi that all works are completed in accordance with the SOW, at which time the ICRI-Taafi engineer will inspect the site and provide any comments to the selected subcontractor regarding any identified defects, remaining works, or site cleaning to be completed. The list of comments and outstanding tasks will be provided to the selected subcontractor in writing, with an expected timeline (of no more than 30 days) for when each note should be addressed.

Phase 6 – Correction of Defects and Final Acceptance

The selected subcontractor shall be responsible for correcting any defect in or damage to any part of the work which may appear or occur during this period. This may include replacing malfunctioning or faulty materials, repairing or re-doing defective workmanship, or finalizing any remaining tests or certifications. The selected subcontractor shall inform ICRI-Taafi when all defects have been corrected. Thirty days after the initial works completion, ICRI-Taafi engineer and the beneficiary end user shall conduct a final inspection of all works, including previously identified defects. Upon final acceptance of all the work, the parties will confirm the work under the subcontract has been completed in a satisfactory manner and the selected subcontractor will hand responsibility for the site back over to the end user. ICRI-Taafi will issue a Certificate of Final Acceptance to the selected subcontractor.

A.2 DELIVERABLES

The selected subcontractor shall be responsible for the following deliverables:

Deliverable 1: Mobilization and Implementation Plan

The selected subcontractor shall develop and deliver a detailed Implementation Plan (not exceeding 3 pages) for review and approval by ICRI-Taafi prior to the start of work. The Implementation Plan shall include all the elements identified in Section A.1 of the Scope of Work.

The selected subcontractor shall submit the Implementation Plan in electronic PDF format to ICRI-Taafi for review and approval. In the event that ICRI-Taafi finds deficiency with the

Implementation Plan, the selected subcontractor shall revise and resubmit until approval is obtained.

Deliverable 2: Review and Update of Final Design Documents

The selected subcontractor shall review, update, and perform a constructability review of the Final Design Documents, prepared by ICRI-Taafi Engineer, and presented under Attachment D.1 The work shall be as described in Section A.1 of the Scope of Work.

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

Deliverable 3: Kick-off Meeting Notes

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

Deliverable 4: Environmental Monitoring Reports

Using the prescriptions of the EMMP, the selected subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. On a bi-weekly basis, the selected subcontractor shall provide Chemonics with an Environmental Monitoring Report (EMR) on the applicable measures taken during the period, as well as any challenges or observations. The EMMPs and EMRs for this project are provided under Attachment E.

Deliverable 5: Bi-weekly Progress Reporting

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

Deliverable 5: Final Report and Record Drawings

A final report is also required for submission prior to final acceptance. This final report should summarize the work associated with the demolition, design, procurement and installation for the work. The Final Report shall include the quality control measures employed to ensure quality materials and workmanship, and operation and maintenance manual (O&M Manual) for all the installed systems. The Final Report shall also include a certificate from the selected subcontractor that the project was implemented as per the Design Documents and that the facilities are safe for

the intended use. The Final Report shall be submitted upon the completion and acceptance of the installations, be in English and in Microsoft Word or PDF format.

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

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

See Attachment F

ATTACHMENT A: LETTER OF TRANSMITTAL

The following letter must be completed and submitted with any offer:

Date: (insert date)

To:

Chemonics Iraq LLC
USAID ICRI-Taafi Project
Erbil, Iraq

Attention: Procurement Team

RE: Letter of Transmittal, RFP No. IRP2-CONST-NTL071

(Insert name of company) hereby proposes the attached offer to perform all the work required for the rehabilitation of Aqhwana and Al-Baghdadi Kindergartens in Baghdadi, Anbar, Iraq as described in the above referenced RFP. Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

We hereby acknowledge and agree to all of the terms and conditions, special provisions, and instructions included in the above reference RFP. We further certify that (insert name of company), as a firm—as well as the firm’s principal officers, and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

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

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B: REQUIRED CERTIFICATIONS

The following certifications must be completed and submitted in the Technical Volume of any proposal.

ATTACHMENT B-1: 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 their 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 B-2: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)

_____ (*Insert name of company*) (hereinafter called the "offeror")

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of their knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on their behalf in connection with the awarding of this subcontract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on their behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Chemonics Chief of Party; and

(3) They will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

_____ (*Insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-3: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)

_____ (*Insert name of company*) (hereinafter called the "offeror")

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting subcontract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.

☐ Offeror is an agency or instrumentality of a foreign Government.

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship.

- ☐ Partnership.
- ☐ Corporate entity (not tax-exempt).
- ☐ Corporate entity (tax-exempt).
- ☐ Government entity (Federal, State, or local).
- ☐ Foreign Government.
- ☐ International organization per 26 CFR 1.6049-4.
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____
TIN _____

(insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS, PER FAR 52.209-5 (DEC 2001)

(Insert name of company) (hereinafter called the "offeror")

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

(i) The Offeror and/or any of its principles -

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

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

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

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility.

Failure of the Offeror to furnish a certification or provide such additional information as requested by the Chemonics Chief of Party may render the Offeror non-responsible.

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Chemonics Iraq LLC Chief of Party or Senior Vice President of Contracts may terminate the subcontract resulting from this solicitation for default.

insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS, PER FAR 52.222-18 (FEB 2001)

Pursuant to FAR 52.222-18 (Feb 2001), federal contractors who supply products on the Current List of Products and Countries on Executive Order (EO) 13126, published by the Department of Labor must certify that they have made a good faith effort to determine whether forced or indentured child labor was used to produce the items listed. The Current List of Products and Countries on EO 13126 is included on the next page as Attachment B-5a.

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

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a subcontract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is included in the List of Products Requiring Subcontractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

(c) Certification. Chemonics will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced

or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(Offeror) *insert name of company)*

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-5A: CURRENT List of Products and Countries on EO 13126 List

The current list of products was published in the December 1, 2014 Federal Register and includes the following:

Product	Countries
Bamboo	Burma
Beans	Burma
Brazil Nuts / Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cassiterite (tin ore)	Democratic Republic of the Congo
Cattle	South Sudan
Coal	Pakistan
Coca	Colombia
Cocoa	Cote D'Ivoire, Nigeria
Coffee	Cote D'Ivoire
Coltan (tantalum ore)	Democratic Republic of the Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (Hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embellished Textiles	India, Nepal
Fish (Including Talapia)	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of the Congo
Granite	Nigeria
Gravel	Nigeria

Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Boliva, Burma
Teak	Burma
Textiles	Ethiopia
Tobacco	Malawi
Toys	China
Wolframite (tungsten ore)	Democratic Republic of the Congo

Source: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>

ATTACHMENT B-6: CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING, PER FAR 52.223-13 (AUG 2003)

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

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or

5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

insert name of company)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-7: EVIDENCE OF RESPONSIBILITY STATEMENT

_____ (*Insert name of company*) (hereinafter called the "offeror")

The offeror hereby certifies the following:

1. Authorized Negotiators

The **Company Name** proposal in response to RFP No. IRPII-CONST-NTL071 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. RFP-IRPII-CONST-NTL071

List Names of Authorized signatories

These individuals can be reached at **Company Name** office:

Address

Telephone/Fax

Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage any subcontract resulting from this offer.

3. 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.

4. Record of Performance, Integrity, and Business Ethics

Company Name's record of integrity is outstanding. **Company Name** 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 regulations 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

Not applicable to this RFP.

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 Subcontract 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

ATTACHMENT C: EXAMPLE BANK GUARANTEE FOR PERFORMANCE SECURITY

To:

Chemonics Iraq LLC
USAID ICRI-Taafi Project
Erbil, Iraq

REF: Subcontract No. [subcontract number]

Whereas [name of subcontractor], [address of subcontractor] (hereinafter called “the Subcontractor”) has undertaken, in pursuance of Subcontract No. [subcontract number] dated [date of subcontract] to execute [subcontract number], for rehabilitation Aqhwan and Al-Baghdadi Kindergartens in Baghdadi, Anbar, Iraq (hereinafter called “the Subcontract”).

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

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

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

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

ATTACHMENT D: BILL OF QUANTITY (BOQ)

(See attached)

ATTACHMENT E: ENVIRONMENTAL MITIGATION AND MONITORING PLAN AND ENVIRONMENTAL MONITORING REPORT

(See attached)

ATTACHMENT F: FIXED PRICE SUBCONTRACT TERMS AND CONDITION

(See attached)