



Iraq Governance and Performance Accountability Project (IGPA)

Request For Proposals (RFP)

RFP-DAI-IGPA-BAG-20-018

Design, Development, Training, and Maintenance Services for a Government

Decentralization Website

Issue Date: August 4, 2020

<u>WARNING</u>: Prospective Offerors who have received this document from a source other than the (Iraq Governance and Performance Accountability Project (IGPA), Baghdad-Iraq), should immediately contact (<u>ProcurementIGPA@dai.com</u>) and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted in the same announcing website, where offerors are encouraged to check the website periodically.



Table of Contents

Contents

1.	Intr	roduction and Purpose	4
	1.1	Purpose	4
	1.2	Issuing Office	4
	1.3	Type of Award Anticipated	4
2.	Ger	neral Instructions to Offerors	4
	2.1	General Instructions	4
	2.2	Proposal Cover Letter	
	2.3	Questions regarding the RFP	
3.	Inst	tructions for the Preparation of Technical Proposals	5
	3.1	Services Specified	5
	3.2	Technical Evaluation Criteria	6
4.	Inst	tructions for the Preparation Price Proposals	8
5.	Bas	iis of Award	
	5.1	Best Value Determination	8
	5.2	Responsibility Determination	
6.	Ant	ticipated post-award Deliverables	9
7.	•	pection & Acceptance	
8.		mpliance with Terms and Conditions	
	8.1	General Terms and Conditions	
	8.2	Source and Nationality	
	8.3	Data Universal Numbering System (DUNS)	. 11
9.	Pro	curement Ethics	. 12
1(). <i>A</i>	Attachments	_
	10.1	Attachment A: Scope of Work for Services and Technical Specifications	
	10.2	Attachment B: Proposal Cover Letter	
	10.3	Attachment C: Detailed Budget and Price Schedule	
	10.4	Attachment D: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors	
	10.5	Attachment E: Self Certification for Exemption from DUNS Requirement	
	10.6	Attachment F: Past Performance Form	
	10.7	Attachment G: Representations and Certifications of Compliance	. 33
	10.8	Attachment H: Branding and Marking Plan	
	10.9	Attachment I: Insurance and Risk Allocation	
	10.10	Attachment J: Proposal Checklist	. 38



Synopsis of the RFP

RFP No.	RFP-DAI-IGPA-BAG-20-018				
Issue Date	August 4, 2020				
Title	Design, Development, Training, and Maintenance Services for a Government Decentralization Website				
Issuing Office & E-mail Address for Submission of Proposals	DAI - Iraq Governance and Performance Accountability Project, Baghdad Office				
	Al Rasheed Tulip Hotel - Baghdad, Iraq				
	(only electronic copy of the proposals will be accepted) IGPAProcurementINBOX@dai.com				
Deadline for Receipt of	August 11, 2020, 12:00 PM Baghdad Time zone				
Questions	E-mail subject line must contain solicitation number and title: "RFP DAI-IGPA-BAG-20-018 Design, Development, Training, and Maintenance Services for a Government Decentralization Website".				
	All questions received will be compiled and answered in writing and distributed to all interested Offerors.				
Deadline for Receipt of	August 23, 2020, 3:00 PM Baghdad Time zone				
Proposals	E-mail subject line must contain solicitation number and title: "RFP-DAI-IGPA-BAG-20-018 Design, Development, Training, and Maintenance Services for a Government Decentralization Website".				
Point of Contact	Please send your questions only to ProcurementIGPA@dai.com				
Anticipated Award Type	DAI anticipates issuing a subcontract agreement.				
	Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order, and offerors will not be reimbursed for any costs associated with the preparation of their bid.				
Basis for Award	An award will be made based on the Trade-Off Method. The award will be issued to the responsible and reasonable Offeror who provides the best value to DAI and its client using a combination of technical and cost/price factors.				



1. Introduction and Purpose

1.1 Purpose

DAI, the implementer of the USAID-funded Iraq Governance and Performance Accountability (IGPA), invites qualified offerors to submit proposals to provide Design, Development, Training, and Maintenance Services for a Government Decentralization Website in supporting the program implementation.

1.2 Issuing Office

The Issuing Office and Contact Person noted in the above Synopsis is the sole point of contact at DAI for purposes of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

1.3 Type of Award Anticipated

DAI anticipates awarding a **Firm Fixed Price Subcontract**. This is only the anticipated type of award and may be changed as a result of negotiations.

A Firm Fixed Price Subcontract is: An award for a total firm fixed price, for values more than \$150,000, for the provision of specific services, goods, or deliverables and is not adjusted if the actual costs are higher or lower than the fixed price amount. Offerors are expected to include all costs, direct and indirect, into their total proposed price.

2. General Instructions to Offerors

2.1 General Instructions

"Offeror," "Subcontractor," and/or "Bidder" means a firm proposing the work under this RFP. "Offer" and/or "Proposal" means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. <u>Failure to do so will be at the Offeror's risk</u>. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall, in no case, be responsible for liable for these costs.

Proposals are due no later than August 23, 2020, at 03:00 Baghdad Time. An electronic copy of the Technical Proposal and an electronic copy of the Cost/Business proposal to be submitted to (IGPAProcurementINBOX@dai.com) (this is a strict access controlled e-mail account set up ONLY to receive solicitation responses), RFP number and title of the activity must be stated in the subject line of the e-mail.

Late offers will be rejected except under extraordinary circumstances at DAI's discretion. The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror's Agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

Offerors are required to review all instructions and specifications included in this RFP thoroughly.



Failure to agree and comply with the specifications of this RFP will result in offerors being considered unresponsive, and the proposal may be rejected.

2.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 90 calendar days for the prices provided.
- Acknowledge the solicitation amendments received, if any.

2.3 Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in writing via e-mail to ProcurementIGPA@dai.com by no later than date/time specified above. No questions will be answered by phone. Any verbal information received from a DAI or (IGPA) employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

3. Instructions for the Preparation of Technical Proposals

Technical proposals shall be provided in a separate document from price proposals and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL".

Technical proposals shall include the following contents

- Technical Approach (problem statement and evidence of local knowledge & methodology) –
 description of the proposed services which meet or exceed the stated technical specifications of
 scope of work. The proposal must show how the Offeror plans to complete the work and
 describe an approach that demonstrates the achievement of timely and acceptable
 performance of the work.
- 2. **Management approach** Description of the Offeror's staff assigned to the project. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach.
- 3. Past Performance Provide a list of at least three (3) recent awards of similar scope and duration. The information shall be supplied as a table, and it shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, description of any problems encountered and how it was resolved, and a current contact phone number of a responsible and knowledgeable representative of the organization. See Attachment F.

3.1 Services Specified

For this RFP, DAI requires the services described in Attachment A.



3.2 Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, <u>are considered significantly more important than cost/price factors.</u> The award will be made to an Offeror whose offer presents the best value and is the optimal combination of technical merits and reasonable cost.

Proposals will be evaluated and scored on technical aspects first. Only the cost proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will advance to cost evaluation. Proposals not reaching this qualifying score in the technical evaluation will be considered non-competitive and will not be evaluated.

Technical Competence – presented in the Technical Proposal (100 points in total)

Technical Approach (70 points)
Past performance (30 points)

Offerors shall provide a clear, specific, and concise technical proposal that covers both the conceptual and practical approaches and address the following, in the order specified below:

Item Requirement		Maximum Points
	TECHNICAL APPROACH	
1) Problem statement	Giving specific examples from the municipalities/provinces discussed in the Scope of Work, please describe the problem your organizational expertise will address through this project.	
and evidence of local knowledge	A problem statement with a demonstrated understanding of the problem and the ability to relate them to Program objectives and goals will receive a higher score than a problem statement that does not include this information	15 points
	Considering the Statement of Work, please describe in detail the following:	
2) Methodology & Implementation Plan	a) Explain the steps in chronological order, that you will take to implement the work. Make sure to describe any innovative approaches or technology you plan to use, and the anticipated implementation plan	25 points
	b) A description of similar projects you implemented in the past and lessons you learned that will be incorporated into the activity described in this RFP.	



	Describe clearly the practical steps you will take to ensure the involvement of Beneficiaries, Local organizations, Government Entities, and/or other stakeholders in this project.	
3) Coordination Plan	Coordination plans that are more realistic and that achieve the project impact, local ownership, and sustainability, and the image of the government officials' initiative will be evaluated more favorably than those plans that do not consider these factors	10 points
	MANAGEMENT APPROACH	
	Please provide and describe:	
	a) An organizational structure of the company	
4) Organizational Management	b) An organizational chart that outlines the proposed staff assigned explicitly to this activity. The Offeror should describe how the proposed team members have the necessary experience and capabilities to carry out the proposed scope of work	10 points
	Organizational management approach that indicates a greater practical understanding of implementing the work and provided a greater explanation of how each staff member will be engaged in carrying out the scope of work will be scored more favorably than those that do not consider these factors	
	Please provide the following, in order:	
	a) A staffing plan for this activity that includes the following information for each proposed staff member:	
	-Name and Proposed position on the team:	
	-Summary of relevant expertise and experience	
5) Staffing	c) CVs for each proposed staff member, excluding surveyors and field laborers. CVs should be no longer than one page in length.	15 points
	Staffing plans that propose staff with qualifications and experience related to the tasks stated in this RFP will be evaluated more favorably than staffing plans that do not consider these factors.	



PAST PERFORMANCE				
Offerors must have at least 3 years of relevant technical experience; Document and summarize your proven track record of successfully implementing the same or similar activities. Using the table format provided below, please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP, and the contact details for each previous client or donor. The Offeror may also include recommendation/appreciation letters and certificates as attachments. Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP, will be given higher scores than offerors that do not meet these criteria. If an Offeror has current/past performance working with DAI, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal.				
Total				

4. Instructions for the Preparation Price Proposals

Price proposals shall be in a separate document from technical proposals and shall be clearly labeled as "VOLUME II: COST, PRICE PROPOSAL."

Provided in Attachment C is a template for the Detailed Budget and price Schedule for firm-fixed-price awards. Offerors shall complete the template, including as much detailed information as possible and submit in *PDF and Excel* formats.

It is important to note that the Value Added Tax (VAT) should not be included in the budget. The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

5. Basis of Award

5.1 Best Value Determination

DAI will review all proposals and make an award based on the technical and cost evaluation criteria stated above and select the Offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

<u>Evaluation points will not be awarded for cost</u>. The cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher-priced offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional price.



DAI may award to an Offeror without discussions. Therefore, the initial offer must contain the Offeror's best price and technical terms.

5.2 Responsibility Determination

DAI will not enter into any type of Agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

- 1. Business Registration: Please provide a copy of official Iraqi business registration and required license(s) to operate in Iraq (e.g., organization registration in Iraq, or/and the organization proxy registration in Iraq), the organization also must be eligible to perform work under applicable laws and regulations of Iraq.
- 2. Evidence of a DUNS number (explained below in section 8.3).
- 3. The source, origin, and nationality of the products or services are not from a Prohibited Country (explained below in section 8.2).
- 4. Offerors must have adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI (e.g. Bank Statement, ... etc.).
- 5. Ability to comply with required or proposed delivery or performance schedules (e.g. detailed price schedule, ... etc.)
- 6. Have a satisfactory past performance record (e.g. appreciation letters or previous performance evidence, ... etc.).
- 7. Have the necessary organization, experience, accounting, and operational controls and technical skills (e.g. organizational structure, ... etc.).
- 8. Insurance and Risk Allocation (as defined in **Attachment I**)

6. Anticipated post-award Deliverables

Upon award of a subcontract, the payment will be made upon receipt of a properly executed tranche payment request, complete with a milestone report and applicable documentation for each deliverable as listed below. The Offeror should detail the proposed costs per deliverable in the Price Schedule. Payment shall be made only in accordance with approved milestones/deliverables and payment schedule, upon Technical Monitor approval of required documentation.

Milestone	Milestone's Description and Required Documentation	Payment Amount (%) of the total contract amount	Anticipated Completion Dates
Milestone No. 1	 Selected vendor submits: Project implementation plan/timeline (English) Progress report including: Minutes of Meetings for meetings that took place between week 1-8; Approvals and letters; Material developed (sample); High-resolution media (photos and videos) 	25 %	End of week 8



	especially for site visits		
	Introductory meeting notes with HCCPSEC and directorate-level counterparts in selected provinces including dates, list of participants and sign-in sheets (English) using IGPA forms and templates (see MEL section below)		
	Selected vendor submits: • Evidence (screenshots or other relevant information on		
Milestone No. 2	 developing a website homepage, merge old Facebook pages, create secondary navigation pages, and survey tool. (Launch meeting and propose templates). Submit evidence of the designs Evidence of developing an Archiving Electronic System that tracking and archiving system for multiple users of various authorities. Guideline handbook of related system operations and provide the required training to relevant staff on the system application and management to ensure proper functioning. Load content of 4,000-5,000 pages/PDFs and other file formats, and launch the website 	25 %	End of week 16
Milestone No. 3	 Evidence of procured host for a minimum 2TB for one year Training plan for required topics for 15 staff, with training material. Submit evidence of two trainings for 15 staffs conducted before and after the launch of the website. A copy of the maintenance plan for at least six months capturing the expected problems and steps of how-to users can overcome these challenges. 	25 %	End of week 24
Milestone No. 4	 Selected vendor submits: Evidence of the maintenance and/or troubleshooting conducted between week 24 and 40 A final report containing a summary of the implementation of the activity (week 1-40), a description of any challenges faced during the implementation process and measures used to mitigate them, and a list of lessons learned and recommendations for similar activities in the future The final report should include a copy of the pre and 	25 %	End of contract week 40



post-test results of the training participants The report	
must be submitted in English	

7. Inspection & Acceptance

The designated DAI Project Manager will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all equipment or supplies are of acceptable quality and standards. The Subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

8. Compliance with Terms and Conditions

8.1 General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment G.

8.2 Source and Nationality

Under the authorized geographic code for its contract DAI, may only procure goods and services from the following countries.

Geographic Code 937: Goods and services from the United States, the cooperating country, and

"Developing Countries" other than "Advanced Developing Countries", excluding prohibited countries. A

list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at:

http://www.usaid.gov/policy/ads/300/310maa.pdf and

http://www.usaid.gov/policy/ads/300/310mab.pdf respectively.

DAI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions includes Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries, nor can the Vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

8.3 Data Universal Numbering System (DUNS)

There is a **mandatory** requirement for your organization to provide a DUNS number to DAI. The Data Universal Numbering System is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity. Without a DUNS number, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI



will not enter into a subcontract/purchase order or monetary Agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Offerors who fail to provide a DUNS number will not receive an award and DAI will select an alternate Offeror.

All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above **are required** to obtain a DUNS number prior to signing of the Agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

For those required to obtain a DUNS number, see Attachment D - Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors

For those not required to obtain a DUNS number, see Attachment E: Self Certification for Exemption from DUNS Requirement

9. Procurement Ethics

Neither payment nor preference shall be made by either the Offeror, or by any DAI staff, in an attempt to affect the results of the award. DAI treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and DAI employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Offeror or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via e-mail to FPI_hotline@dai.com. DAI ensures anonymity and an unbiased, serious review and treatment of the information provided. Such practice may result in the cancellation of the procurement and disqualification of the Offeror's participation in this, and future, procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Offerors must provide full, accurate and complete information in response to this solicitation. The penalty for materially false responses is prescribed in Section 1001 of Title 18 of the United States Code.

In addition, DAI takes the payment of USAID funds to pay Terrorists, or groups supporting Terrorists, or other parties in exchange for protection very seriously. Should the Terrorist, groups or other parties attempt to extort/demand payment from your organization you are asked to immediately report the incident to DAI's Ethics and Compliance Anonymous Hotline at the contacts described in this clause.

By submitting an offer, offerors certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted.



10. Attachments

10.1 Attachment A: Scope of Work for Services and Technical Specifications

A. BACKGROUND AND JUSTIFICATION

The purpose of the USAID-funded Iraq Governance and Performance Accountability (IGPA/Takamul) project is to advance effective, accountable, and transparent governance in Iraq. This USAID effort, implemented by DAI, is working with the Government of Iraq (GOI) at all levels to better respond to citizen needs by supporting reform initiatives and Iraqi change agents on inclusive governance and public sector transparency, accountability, and economy. Reform initiatives include support to improve service delivery functions, public financial management, and open government initiatives. IGPA/Takamul supports the GOI and the citizens of Iraq in forming partnerships and collaborative efforts to solve problems jointly.

IGPA/Takamul has four (4) objectives:

- 1. Enhance GOI service delivery capacity
- 2. Improve public financial management (PFM)
- 3. Strengthen monitoring and oversight of service delivery and public expenditure
- 4. Support Iraqi change agents (cross-cutting objective)

IGPA/Takamul plans to develop a governmental decentralization website that will integrate all the information of the current High Committee for Coordination between Provinces Secretariat (HCCPSEC) Facebook pages and merge with the decentralization Facebook page of USAID-funded Governance Strengthening Project (GSP/Taqadum). Provide training, maintenance, and support services during the activity implementation. The decentralization website will be a communication tool that presents the decentralization progress in Iraq. It will be developed into a formal decentralization website and portal for local governments to serve as an advertising vehicle for their achievements and challenges. The merging of, and improvements made to the existing sites and the Facebook pages will enhance the communication between the governors' offices (GOs) and the decentralized directorates as well as between the HCCPSEC and GOs to promote public service provision.

B. ACTIVITY SUMMARY / DESCRIPTION

HCCPSEC is supporting decentralization across Iraq, but its current Facebook pages do not support sharing decisions and resources among government workers or citizens. Therefore, IGPA created a technical working group (TWG) with provincial appointees and HCCPSEC technical staff to design a website with user input. The TWG identified website audiences and their content needs, where the primary target group will be the government employees and policymakers, supported by homepage links to navigate pages for citizens and businesses to find information and relevant content to them.

Additional secondary navigation pages will include a link to the 25 provincial portals. It also includes the navigation and the merge of the previously decentralized Facebook page that belong to the GSP/Taqadum project. Officers have been requested to provide a summary of decentralization in the



provinces, and to provide more information from their directorates to include it in their content as links or pages.

The website will also host secondary navigation pages linked from the homepage that will be on a particular subject area, such as water, solid waste, and infrastructure. Navigation pages and links should be available for public access to navigate the status of a particular service page such as water services, education, or health. The navigation will be flexible enough to add content through pages or links as it becomes available.

To accommodate the multiple functions and storage needs, the capacity and space on the webserver should be equal to or over 2TB. The website will have about 400 -500 webpages, and the capacity to store up to 5,000 pictures and PDF documents. The site is likely to grow by 3,000 PDF pages a year due to the volume of decisions made by HCCPSEC, provincial page content, and additional government agencies that are decentralized. The website must support increasing visitor numbers and growing content, with a well-designed page rendering performance. The website designs should take into consideration the expected growth in data and visitor rate and include tags for search and cross-linking of pages for easy access to information.

The website needs to be designed for a multitude of devices with different screen sizes. The website should automatically adjust the layout of content to the available screen size (Full or desktop and mobile devices optimized). The site architecture and template must be easy to update by non-technical staff, such as HCCPSEC media officers, archive staff, and the leadership. The vendor will be responsible for technical updates to the site and ongoing training of HCCPSEC staff over six months period.

C. OBJECTIVE

Through this scope of work, IGPA/Takamul is soliciting proposals from qualified service providers/vendors to achieve the following objectives:

Objective 1: Integrate the existing decentralization Facebook pages of the HCCPSEC and GSP/Taqadum project and establish a decentralization website. The newly established website will serve as an informative site for government workers and people looking for information on the decentralization process. It will also enable the sharing of best practices and documents to promote the implementation of decentralization in Iraq.

Objective 2: Develop an internal archiving electronic system to track provincial requests, reports and decentralization-related issues. The system (Public website accessed by citizens, managed by governmental staff) will be designed to include multiple users with various editing and viewing authorities. The archiving system must be administrated by the HCCPSEC staff but accessed by numerous users from the decentralized directorates (approximately 16 directorates in each province and 22 in Baghdad) in 15 provinces in addition to the Admin Finance Affairs Department (AFAD). Those users should be able to review, add, amend, and remove the information related to their departments.



HCCPSEC is working with 15 provinces, most of the federal ministries, the Prime Minister's office, and COMSEC on various topics and different roles. In order to track the progress and maintain communication with each partner, HCCPSEC has requested IGPA's assistance in developing an electronic archiving and tracking system which will enable it to track and address provincial requests, reports, and any decentralization related issues more effectively.

Objective 3: Increase interaction between public and government on decentralization issues such as progress with decentralization implementation and services delivery improvement with citizens. Citizens are more likely to actively participate in the local political process where local government is perceived to be sufficiently autonomous in making political decisions affecting them, inquiries, inputs, and suggestions. The site will expand the citizen's participation frameworks to engage and influence the management of decentralized services, reduce the gap among local governments and its constituents, as well as will increase the interaction on decentralization issues, services and progress on decentralization. The site will have a forum for citizens with messages and explainers at the federal level, and locally from each transitioned department in all the provinces. Local governments will use a questionnaire with a sampling of respondents to establish the expectations and satisfaction of citizens with service delivery.

D. TASKS/DETAILED REQUIREMENTS OF THE SELECTED VENDOR

To achieve the above targets, the selected vendor will work closely with the IGPA/Takamul team, and the HCCPSEC assigned staff members to perform the following:

Participate in a kick-off meeting with IGPA/Takamul and HCCPSEC staff. May be in-person at the IGPA/Takamul office in Baghdad, at the HCCPSEC office in COMSEC, or remotely.

Develop and submit a project implementation plan/timeline in English to IGPA/Takamul. The implementation plan/timeline must include the approximate date of completion/submission of each task and name and contact information of vendor employees responsible for coordinating each task. The implementation timeline must consider possible delays due to government holidays (e.g., abbreviated working hours during Ramadan). Any changes to the project implementation plan/timeline must be communicated to IGPA/Takamul as soon as possible, or at a minimum of two weeks prior to the original date in the implementation plan/timeline.

Documentation: IGPA/Takamul email approval of the project implementation plan/timeline.

Design/Develop a Decentralization website using the current HCCPSEC Facebook page, secondary navigation pages, and survey. There is an existing logo, so this will not be required. The price proposal should include the purchase of fifteen photos or GIFs for homepage links. Pictures should come with appropriate usage rights that transfer to HCCPSEC. The site will be done in Arabic, but the vendor should embed the Google translation option for Kurdish and English.

Design/Develop Citizen's survey page: The site will have a citizen survey of ten questions that can be extracted to an excel spreadsheet for analysis. Survey page with analytical software to be added to the



website, this will be nine questions with buttons or drop-down, and one open-ended question where citizens can write their comments. The survey questions will be created by the HCCPSEC with ability to be modified on a six to nine-month basis if need be.

Design/Develop an Archiving Electronic System template to Follow up Provincial Requests, Reports, and Decentralization Related Issues. The vendor must design the system as a tracking and archiving system for multiple users of various authorities - typically to be one ADMIN, three power-users, and other regular users. Moreover, the selected vendor shall guide related system operations and provide the required training to relevant staff on the system application and management to ensure proper functioning.

Transfer/upload data to the developed website: Once the template is created, the vendor will transfer HCCPSEC photos and PDFs to the website. HCCPSEC will generate a content spreadsheet on a google drive with content location, any pictures with headings (or captions) and tags, and will provide the required information about websites, and Facebook pages that need to be merged. The selected vendor should provide the efforts for uploading PDFs (3,000) and another 1,000 to 2,000 pages along with their tags, which will help support HCCPSEC efforts. All content created will be the property of HCCPSEC, and all rights belong to HCCPSEC.

Conduct Training to HCCPSEC staff on how to manage the developed website; change content on the homepage, upload press releases and create pages. The staff will also need to know how to track metrics from Google metrics and download the citizen survey. There should be two cohorts of training, each with a 5-day duration for 15 participants max. The first set of training will be pre-launch a focus on the launch, and the second set will be much more technical to assure that the IT staff can maintain the site. The vendor will be responsible for developing and submitting a complete training plan that covers the above capacity building requirements. The bidder should account for all training direct and indirect costs, including lodging, accommodations, transportation, hall renting, stationery, printings, and other logistical requirements.

The vendor will be responsible for technical maintenance for six (6) months during the life cycle of the contract. The site will be hosted on a government server, but there may be design and security adjustments for the backend of the website on an ongoing basis. The vendor should submit a maintenance plan that includes the anticipated operating problems and challenges with the solutions to overcome these problems. The maintenance plan should be designed to cover a minimum of six months of support after the real launch of the website.

Develop and Submit a final report in English – the final report will include a summary of the implementation of the activity (week 1-40), a description of any challenges faced during the implementation process and measures used to mitigate them, and a list of lessons learned and recommendations for similar activities in the future. The final report should also include a copy of the pre, and post-tests results of the training participants.



E. ACTIVITY LOCATION

Most of the work may be conducted remotely with occasional on-site visits to provincial-level directorates, including AFADs, agriculture, education, health, housing & municipality, labor & social affairs, and youth & sport directorates.

F. DETAILED DELIVERY/ PAYMENT SCHEDULE

Milestone No.	Milestone Description and Required Documentation	Payment Amount (%)	Completion Dates
Milestone No. 1	 Selected vendor submits: Project implementation plan/timeline (English) Progress report including:	25 %	End of week 8
Milestone No. 2	• Evidence of developing an Archiving Electronic System		End of week 16



		1	
	 Load content of 4,000-5,000 pages/PDFs and other file formats, and launch the website 		
Milestone No. 3	 Selected vendor submits: Evidence of procured host for a minimum 2TB for one year Training plan for required topics for 15 staff, with training material. Submit evidence of two trainings for 15 staffs conducted before and after the launch of the website. A copy of the maintenance plan for at least six months capturing the expected problems and steps of how-to users can overcome these challenges. 	25 %	End of week 24
Milestone No. 4	Selected vendor submits: Evidence of the maintenance and/or troubleshooting conducted between week 24 and 40 A final report containing a summary of the implementation of the activity (week 1-40), a description of any challenges faced during the implementation process and measures used to mitigate them, and a list of lessons learned and recommendations for similar activities in the future The final report should include a copy of the pre and post-test results of the training participants the report must be submitted in English	25 %	End of contract week 40

G. REFERENCES

Knowledge of usability best practices is appreciated, but not required. Vendors are required to provide links to their work along with their references. Three references at least For references with privacy-protected portals, screenshots of the site can be submitted.

Name	Category	Link



H. MONITORING AND EVALUATION

Documentation described in Section F: Detailed Delivery/Payment Schedule shall serve as deliverables and are not considered complete until written approval is provided by the IGPA/Takamul Objective 3 Team Lead. The following section also notes when key government stakeholder approval is also required. Approvals will not be considered valid unless they are in writing.

IGPA/Takamul will provide the following templates for the vendor's use when submitting deliverables: sign-in sheet, home letters, training evaluation form, and short report letterhead.

Reports, approvals, meeting notes, etc. may be submitted electronically. Sign-in sheets, home letters, pre- and post-training tests, and training evaluation forms must be submitted in both original hardcopy and electronically.

Weekly written updates on the progress of the work will need to be submitted every Wednesday at the close of business. These can be one page on the progress of the work.

Activities under this SOW will include Meetings, Site Visits, Surveys, Assessments, Workshops and Training events as well as developing obtaining official letters of different kinds (approvals, adoption, facilitation .. etc.), and hence, is directly linked to AMELP indicators;

- #9 Number of mechanisms developed, or implemented, to establish active citizen participation, outreach and communication.
- #12 Number of policy changes by provincial government as a result of advocacy interventions implemented by CSOs/SAGs or TWGs.

I. TECHNICAL DIRECTION

IGPA/Takamul project, Objective 3 Senior Communication, and Training Specialist will be the lead from the IGPA group. He/she will be working with HCCPSEC and will assist with decision making with the HCCPSEC. The vendor will periodically be invited to meetings with the HCCPSEC, but the vendor's primary contact will be the Senior Communication and Training Specialist, who are responsible for day-to-day supervisory work and coordination (e.g., receives the initial submission of all communications, weekly reports, deliverables, and approval requests including meeting and training event dates, etc.). The IGPA/Takamul Objective 3 Team Lead will be responsible for providing written technical approval for all deliverables.

J. SPECIAL CONSIDERATIONS

Accessibility option is to be added to the website by using Alt text for the blind to be able to use screen readers for the site. All page content, including pictures, will need to have this Alt text.



10.2 Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: Click here to enter text.

DAI Global, LLC.

We, the undersigned, provide the attached proposal in accordance with RFP-Click here to enter text.-Click here to enter text. issued on Click here to enter text. Our attached proposal is for the total price of <Sum in Words (\$0.00 Sum in Figures) >. I certify a validity period of Click here to enter text. days for the prices provided in the attached Price Schedule/Bill of Quantities. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

Offeror shall verify here the items specified in this RFP document.

We understand that DAI is not bound to accept any proposal it receives. Yours sincerely,

Authorized Signature:

Name and Title of Signatory: Click here to enter text.

Name of Firm: Click here to enter text.

Address: Click here to enter text.
Telephone: Click here to enter text.
E-mail: Click here to enter text.

Company Seal/Stamp:



10.3 Attachment C: Detailed Budget and Price Schedule

The budget below includes examples of the types of costs that may be included in the budget. Actual budget submissions may include different costs and should be prepared in line with the offerors' technical proposal. Please provide a budget per directorate included in the proposal.

Please include an accompanying budget narrative linking costs with the work required in Attachment A. Additional supporting documentation for any of the costs included below may be requested.

Detailed Budget Template:

Line Item	Unit	Quantity	Unit Price	Total Cost	Budget notes (details, calculation, specification, and/or justification)
LABOR					
For example, Team Leader and project manager	(e.g., day)	(e.g., # of days)	(e.g., cost per day)		
For example, expert					
Other staff					
Other staff					
Staff Subtotal					
Fringes and benefits					
G&A					
Fringes					
Staff Subtotal					
TRAVEL COSTS	T				
For example, local transportation					
For example, per diem					
For example, international travel					
For example, hotel costs					
Other travel cost					
Travel Subtotal					
OTHER DIRECT COSTS (ODC)					
For example, workshops and Meetings					
For example, Room rental (1 day in a local hotel)					
For example, Printing documents/maps					
For example, Anticipated ODC					
ODC Subtotal					
Total Program Expenses Subtotal					
INDIRECT COSTS AND FEE					
Fee					
GRAND TOTAL (USD)					



Price Schedule

Milestone No.	Milestone Description and Required Documentation	Payment Amount (%)	Price (USD)
Milestone No. 1		25%	\$
Milestone No. 2		25%	\$
Milestone No. 3		25%	\$
Milestone No. 4:		25%	\$
Total		100%	\$



10.4 Attachment D: Instructions for Obtaining a DUNS Number - DAI'S Vendors, Subcontractors

Note: There is a Mandatory Requirement for your to Provide a DUNS number to DAI

- I. SUBCONTRACTS/PURCHASE ORDERS: Organization All domestic and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above are required to obtain a DUNS number <u>prior</u> to signing of the agreement. Your organization is exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. Please see the self-certification form attached.
- II. MONETARY GRANTS: All foreign entities receiving first-tier monetary grants (standard, simplified and FOGs) with a value equal to or over \$25,000 and performing work outside the U.S. must obtain a DUNS number <u>prior</u> to signing of the grant. All U.S. organizations who are recipients of first-tier monetary grants of any value are required to obtain a DUNS number; the exemption for under \$25,000 applies to foreign organizations only.

NO SUBCONTRACTS/POs (\$30,000 + above) or MONETARY GRANTS WILL BE SIGNED BY DAI WITHOUT PRIOR RECEIPT OF A DUNS NUMBER.

Note: The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Organizations who fail to provide a DUNS number will not receive an award and DAI will select an alternate vendor/subcontractor/grantee.

Background:

Summary of Current U.S. Government Requirements- DUNS

The Data Universal Numbering System (DUNS) is a system developed and managed by Dun and Bradstreet that assigns a unique nine-digit identifier to a business entity. It is a common standard worldwide and users include the U.S. Government, European Commission and the United Nations. The DUNS number will be used to better identify related organizations that are receiving U.S. federal funding, and to provide consistent name and address data for electronic application systems.

Instructions detailing the process to be followed in order to obtain a DUNs number for your organization begin on the next page.



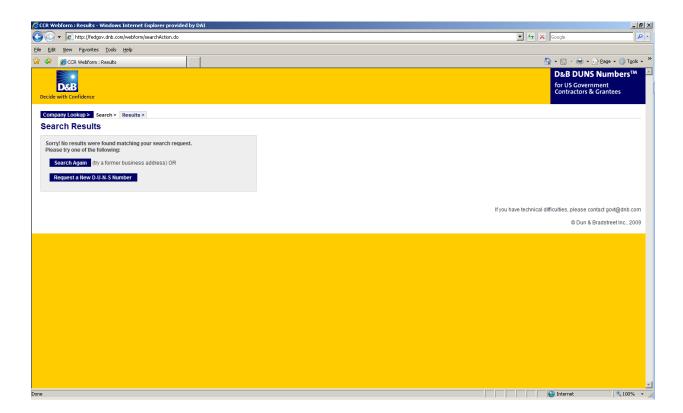
THE PROCESS FOR OBTAINING A DUNS NUMBER IS OUTLINED BELOW:

1. Log on to the D&B (Dun & Bradstreet) DUNS registration website to begin the process of obtaining a DUNS number free of charge.

http://fedgov.dnb.com/webform/index.jsp

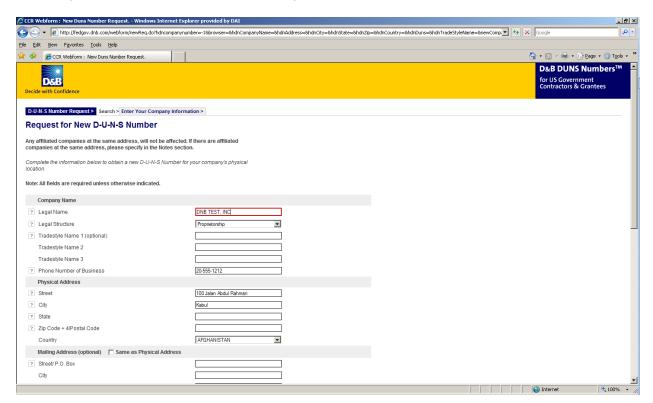
Please note there is a bar on the left for Frequently Asked Questions as well as e-mails and telephone numbers for persons at Dun & Bradstreet for you to contact if you have any questions or difficulties completing the application on-line. DAI is not authorized to complete the application on your organization's behalf; the required data must be entered by an authorized official of your organization.

- 2. Select the Country where your company is physically located.
- 3. You will first be asked to search the existing DUNS database to see whether a DUNS number already exists for your organization/entity. Subcontractors/grantees who already have a DUNS number may verify/update their DUNS records.
- 4. Potential DAI subcontractors/vendors/grantees who do not already have a DUNS number will be shown the screen below. To request a new DUNS Number, the "Request a New D-U-N-S Number" button needs to be selected.





- 5. Enter the information regarding your organization listed on the next three screens. (See screen shots below.) Make sure you have the following information available (in English) prior to beginning the process of entering this Section in order to ensure successful registration.
 - Legal Business Name (commas are allowed, periods are not allowed)
 - Address
 - Phone
 - Name of Owner/Executive
 - > Total Number of Employees
 - Annual Sales or Revenue (US Dollar equivalent)
 - Description of Operations
- 6. Note that some fields are Optional, however all other fields must be completed to proceed further with the application process. For example, all applicants must complete the Organization Information sections. The Company Name and Physical Address fields are self-populated based on information previously entered during the initial DUNS search. The question marks to the left of the field provide additional information when you click on them.



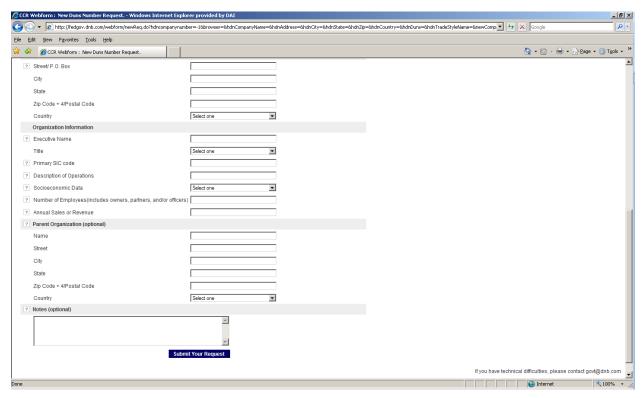


- 7. You must select the legal structure of your organization from the pull down menu. To assist you in selecting the appropriate structure that best represents your organization, a brief description of the various types follows:
 - **Corporation** A firm that meets certain legal requirements to be chartered by the state/province in which it is headquartered by the filing of articles of incorporation. A corporation is considered by law to be an entity separate and distinct from its owners. It can be taxed; it can be sued; it can enter into contractual agreements.
 - **Government** central, province/state, district, municipal and other U.S. or local government entities. Includes universities, schools and vocational centers owned and operated by the government.
 - Limited Liability Company (LLC) This is a type of business ownership combining several features of corporation and partnership structures. It is designed to provide the limited liability features of a corporation and the tax efficiencies and operational flexibility of a partnership. Its owners have limited personal liability for the LLC's debts and obligations, similar to the status of shareholders in a corporation. If your firm is an LLC, this will be noted on the organizations registration and licensing documents.
 - Non-profit An entity which exists for charitable reasons and is not conducted or maintained for the purpose of making a profit. Any money earned must be retained by the organization, and used for its own expenses, operations, and programs. Most organizations which are registered in the host country as a non-governmental organization (NGO) rather than as a commercial business are anon-profit entities.

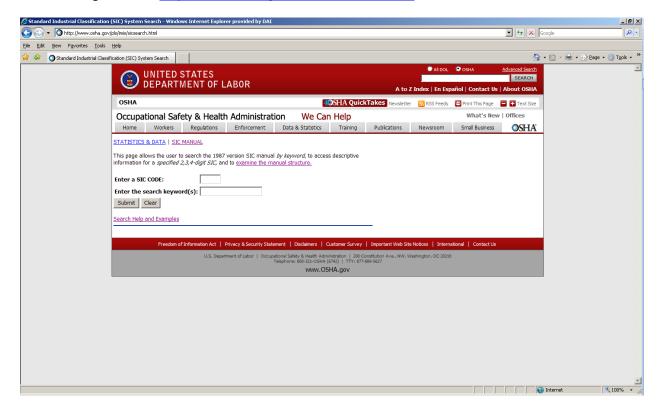
Community based organizations, trade associations, community development councils, and similar entities which are not organized as a profit making organization should select this status, even if your organization is not registered formally in Country as an NGO.

- **Partnership-** a legal form of operation in which two or more individuals carry on a continuing business for profit as co-owners. The profits and losses are shared proportionally.
- **Proprietorship**-These firms are owned by one person, usually the individual who has day-to-day responsibility for running the business. Sole proprietors own all the assets of the business and the profits generated by it.
- 8. One of the most important fields that must be filled in is the Primary SIC code field. (See screen shot below.) The Primary Standard Industrial Code classifies the business' most relevant industry and function.





9. If you are unsure of which SIC Code your organization's core business falls under, please refer to the following website: http://www.osha.gov/oshstats/sicser.html





You will need to enter certain keywords to bring up the potential SIC Codes. In the case above, "Research" was entered as the keyword, and resulted in the following:



PLEASE NOTE: Many of the DAI subcontractors and grantees fall under one of the following SIC codes:

8742 Management Consulting Services

1542 General Contractors-Nonresidential Buildings, Other than Industrial Buildings and Warehouses or one of the codes within:

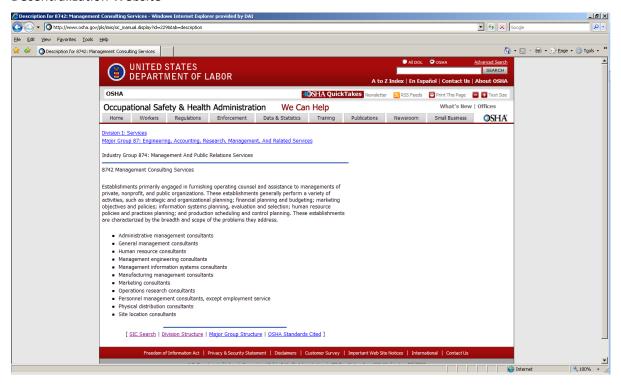
Industry Group 357: Computer And Office Equipment

Industry Group 355: Special Industry Machinery, Except Metalworking

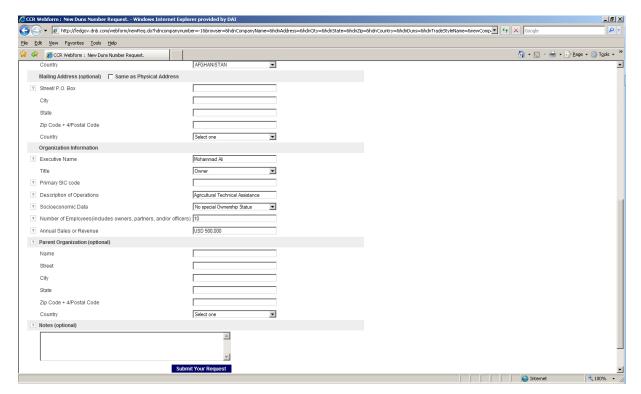
Industry Group 356: General Industrial Machinery And Equipment

Industry Group 359: Miscellaneous Industrial And Commercial





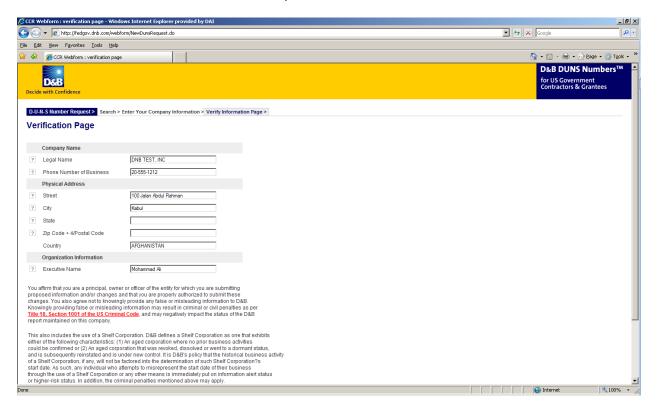
10. Description of Operations- Enter a brief description of the primary services you provide the example below, "agricultural technical assistance" was chosen as the primary function of the business.



Page 29 of 38



- 11. The Annual Sales or Revenue figure should be provided in USD (US Dollar) equivalent.
- 12. Once all of the fields have been completed, click on "Submit Your Request" to be taken to the Verification page.
- 13. Note: Representative (Principal, Owner or Officer) needs to verify and provide affirmation regarding the accuracy of the data under criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.
- 14. Once "Yes, Continue" button is clicked, the registration application is sent to D&B, and a DUNS number should be available within 24-48 hours. DUNS database can be checked in 24-48 hours by entering the Business Information in the Search window which should now display a valid result with the new DUNS number for the entity.





10.5 Attachment E: Self Certification for Exemption from DUNS Requirement

Legal Business Name:	
Physical Address:	
Physical City:	
Physical Foreign Province (if applicable):	
Physical Country:	
Signature of Certifier	
Full Name of Certifier (Last Name, First/Middle Names):	
Title of Certifier:	
Date of Certification (mm/dd/yyyy):	

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining a DUNS number, as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.



10.6 Attachment F: Past Performance Form

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/ District	Client Name/Tel No / Email	Cost in US\$	Start-End Dates	Completed on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									



10.7 Attachment G: Representations and Certifications of Compliance

- 1. <u>Federal Excluded Parties List</u> The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
- Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime Contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
- 3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
- 4. <u>Trafficking of Persons</u> The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
- Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
- 6. Organizational Conflict of Interest The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAII with a disclosure statement describing this information.
- Prohibition of Segregated Facilities The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
- 8. <u>Equal Opportunity</u> The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
- 9. <u>Labor Laws</u> The Bidder certifies that it is in compliance with all labor laws..
- 10. Federal Acquisition Regulation (FAR) The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
- 11. <u>Employee Compliance</u> The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.



10.8 Attachment H: Branding and Marking Plan

Note: This is not required as part of the proposal. It is included as information for the Offeror. Upon subcontract award, this will be the first deliverable due.

Appendix N: Marking Plan
Sub Project Number and Name:
Name of Implementing Partner:
Name and Title of Partner's Agent:
Name and Title of DAI Project Manager:

Instructions: This form has been created to provide implementing partners (subcontractors and grantees) and DAI Project Managers with a summary of marking requirements found in the Project's Branding Implementation Plan (BIP). This form must be completed by the DAI Project Manager in conjunction with the agent of the implementing partner. Once completed, the Project Manager must upload the form to TAMIS.

Subproject Activities

Provide a short summary of the activities to be completed including the project location. For example, what materials or equipment will be purchased? What events will take place?

Please place an "X" below for each activity that will take place as part of this Sub project. The implementing partner will be responsible for ensuring the Marking noted in the table below is implemented according to standards and templates provided.

Mark "X"	Activity/Documents	Required Marking
Activitie	es	



Mark "X"	Activity/Documents	Required Marking
Docum	ents	
	Reports	
	Certificates (training or other)	
	Invitations	
	Other (please describe)	

Co- Branding and Co-Marking:

DAI logo must not appear on any USAID funded programmatic material.

Requests for Exceptions or Waivers of Marking Requirements – If you do not feel it is possible to mark one or more of the items or events listed above, please describe below (1) what marking you want to be exempt from (2) how the activity or item meets the requirement for an exception or waiver.

	Include full detailed justification here:
ı	



10.9 Attachment I: Insurance and Risk Allocation

By submitting an offer to this RFP, you agree to the following Insurance and Risk Allocation requirements:

1- Insurance: The Subcontractor shall purchase and maintain through the course of the Work such insurance as will protect the Subcontractor, Client and Contractor from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit, and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subcontractor or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. If requested, the Subcontractor will provide the Contractor with satisfactory evidence of compliance with this requirement.

The Subcontractor further agrees that if DAI should legally incur any reasonable cost whatsoever resulting from the lack of the aforementioned Insurance, on the part of the Subcontractor, while engaged in work, the Subcontractor will, to the extent permitted by applicable law, indemnify, and hold harmless DAI and the Client Organization from any such costs which they may legally be required to pay. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants.

2- Indemnification: To the extent permitted by applicable law, the Subcontractor shall defend, indemnify, and hold harmless the Client and the Contractor, and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the Subcontractor, its officers, agents, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants.

Likewise, DAI shall defend, indemnify, and hold harmless the Subcontractor and their agents, officers and directors, and employees from and against all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of DAI, its officers, agents, employees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3- Intellectual Property Rights: Intellectual Property Rights: The Subcontractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Parties shall indemnify and save each other harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subcontractor under this Agreement.

Any deliverable produced under this subcontract shall be the property of DAI's Client, if applicable and as defined in DAI's prime contract with its Client. Additionally, any pre-existing item from either party shall remain the property of that party throughout the life of this subcontract agreement, and said party shall retain all rights and privileges to ownership. Any item that is jointly developed during the course of



this subcontract agreement shall be either owned by DAI's Client or jointly owned by both parties, dependent upon the terms and conditions of DAI's prime contract with its Client.

- **4- DBA Insurance:** Subcontractor shall, throughout the period when work is performed and until final acceptance by DAI, carry and maintain, and ensure that all Subcontractors carry and maintain, DBA insurance in accordance with the applicable laws. It is required that a copy of DBA insurance policies shall be submitted to the DAI Contract Administrator prior to the commencement of any overseas work. To meet this requirement, the Subcontractor is requested to immediately submit the copy of Subcontractor's existing DBA insurance policies and DBA insurance certification to the DAI Contract Administrator.
- **5- Proof of Insurance.** Prior to the commencement of the Work, Subcontractor shall provide for Contractor's review evidence of Insurance reflecting full compliance with the requirements set forth in Article 7, as applicable in the form of a Certificate of Insurance and other related documents. Such documents shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Contractor, and shall, based on Subcontractor's best efforts, provide for thirty (30) days advance written notice to Contractor in the event of cancellation. Failure of Subcontractor or any Subcontractors to furnish Proof of Insurance, or to procure and maintain the Insurance required herein, or failure of Contractor to request such proof of coverage shall not constitute a waiver of the respective Subcontractors obligations hereunder.



10.10 Attachment J: Proposal Checklist

Offero	r:
Have y	ou?
	Submitted your proposal to DAI electronic E-mail address <u>IGPAProcurementINBOX@dai.com</u> (as specified in General Instructions above?
Does y	our proposal include the following?
	Signed Cover Letter (use template in Attachment B)
	Price Proposal (submitted in PDF and Excel format as described in section 4)
	Technical Proposal
	Past Performance (use template in Attachment F).
	Documents use to determine Responsibility (As required in section "Responsibility Determination"):

- 1. Business Registration: Please provide a copy of official Iraqi business registration and required license(s) to operate in Iraq (e.g., organization registration in Iraq, or/and the organization proxy registration in Iraq), the organization also must be eligible to perform work under applicable laws and regulations of Iraq.
- 2. Evidence of a DUNS number (explained in section 8.3).
- 3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained in section 8.2).
- 4. Having adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI (e.g. Bank Statement, ... etc.).
- 5. Ability to comply with required or proposed delivery or performance schedules (e.g. detailed price schedule, ... etc.).
- 6. Have a satisfactory past performance record (e.g. appreciation letters or past performance evidence, ... etc.).
- 7. Have the necessary organization, experience, accounting and operational controls and technical skills (e.g. organizational structure, ... etc.).
- 8. Insurance and Risk Allocation (as defined in attachment I)