

Iraq Governance and Performance Accountability Project (IGPA)

Request For Proposals (RFP)

No. RFP-DI-IGPA-EBL-20-0170

Public Financial Management Capacity Building Training for KRG Governorates Finance and Accounting Units

Issue Date: November 01, 2020

<u>WARNING</u>: Prospective Offerors who have received this document from a source other than the (Iraq Governance and Performance Accountability Project (IGPA), Erbil-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.

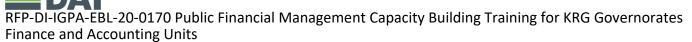


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Synopsis of the RFP

RFP No.	RFP-DAI-IGPA-EBL-20-0170	
Issue Date	November 01, 2020	
Title	Public Financial Management Capacity Building Training for KRG Governorates Finance and Accounting Units	
Issuing Office & E-mail Address for Submission of Proposals	DAI - Iraq Governance and Performance Accountability Project, Erbil Regional Office Divan Hotel, Erbil, Iraq (only electronic copy of the proposals will be accepted) IGPAProcurementINBOX@dai.com	
Deadline for Receipt of	November 08, 2020, 12:00 PM Baghdad Time zone	
Questions	E-mail subject line must contain solicitation number and title:	
	"RFP-DAI-IGPA-EBL-20-0170 Public Financial Management Capacity Building Training For KRG Governorates Finance and Accounting Units".	
	All questions received will be compiled and answered in writing and distributed to all interested Offerors.	
Deadline for Receipt of	November 22, 2020, 12:00 PM Baghdad Time zone	
Proposals	E-mail subject line must contain solicitation number and title:	
	"RFP-DAI-IGPA-EBL-20-0170 Public Financial Management Capacity Building Training for KRG Governorates Finance and Accounting Units".	
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 cost 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 Public Financial Management Capacity Building Training for KRG Governorates Finance and Accounting Units in support of 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. Failure to do so will be at the Offeror's risk. 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 **November 22, 2020, at 12:00 Baghdad Time**. An electronic copy of the Technical Proposal and an electronic copy of the Price 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 that meet or exceed the stated technical specifications of the
 work scope. 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.
- 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, a 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. Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than price, when combined, are considered significantly more important than cost/price factors. The award will be made to an Offeror whose offer presents the best value and is the optimal combination of technical merits and reasonable price.

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.

The technical proposal must be limited to no more than 20 pages, including the cover page and annexes.

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

Technical Approach (40 points)

Management Approach (35 points)

Past performance (25 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	Points Available				
TECHNICAL APPROACH						
1) Problem	Giving specific examples from the Finance and accounting units in the provinces discussed in the Scope of Work, please describe the problem your organizational expertise will address through this project.					
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	10 points				
2) Methodology & Implementation Plan	Considering the Statement of Work, please describe in detail the following: 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. b) Provide a draft implementation plan/work plan. The proposed plan must consist of and demonstrate how the service provider intends to implement the activities in the context of achieving project objectives, addressing requirements, meeting expectations, and details for all activities within the proposed timeline. Methodologies that indicate a greater practical understanding of implementing	25 points				



3) Coordination	Describe clearly the practical steps you will take to ensure the involvement of Beneficiaries, Local organizations, Government Entities, and other stakeholders in this project.	5 points
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.	·
	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	15 points
	The 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 work scope will be scored more favorably than those that do not consider these factors.	20 po0
	Please provide the following, in order:	
	 a) A staffing plan for this activity that includes the following information for each proposed staff member: PFM trainer - specialist must have 5 years of experience in training for public sector matters. 	
5) Staffing	PFM trainer - specialist must speak the Kurdish language, or to provide translation if the trainer does not speak Kurdish.	20 points
	 PFM trainer – specialist must at least have a bachelor's academic degree to deliver subject matter training. Name and Proposed position on the team: Summary of relevant expertise and experience 	
	c) CVs for each proposed staff member, excluding surveyors and field laborers. CVs should be no longer than one page in length.	
	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 5 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, 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	
6) Past performance	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	25 points



performance working with DAI, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal.	
Total	100 points

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 Offeror's higher technical evaluation 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 8.4).
- 3. The source, origin, and nationality of the products or services are not from a Prohibited Country (explained below in section 8.3).
- 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)
- 9. The Vendor is to submit proof of manuals, standard operating procedures, and/or internal policies, including human resource policies, which reflect a commitment to non-discrimination, equity and inclusion, and reporting mechanisms, including a whistleblower policy, for non-compliance with internal policies. If the Vendor is unable to produce the required documentation, the Vendor must be willing to work with IGPA/Takamul to receive training and support in the development of relevant policies.

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 No.	Task	Milestone's Description and Required Documentation		Anticipated Completion Dates
1	Submit implementation plan	 Project implementation plan/timeline (English) Introductory meeting notes with all the key staff from the provincial finance and accounting units from all the KRG governorate Weekly progress reports covering the period of the first milestone (weeks 1-2). The report will include but not be limited to achievements, challenges, and meetings from the previous weeks, planned activities and meetings for the week ahead, and highlight all deviations from the original implementation plan. Each weekly report will be named for the contract week and dates of coverage. 		2 Weeks from the contract start date
2		Selected service provider/Vendor shall submit: Assessment questions (approved by IGPA/Takamul prior to meetings) and interview/meeting schedule (English) Assessment report with annex. Annex should include meeting dates, list of personnel	30% of the total contract amount	8 Weeks from the Contract Start Date



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		 consulted, and materials reviewed as part of the data gathering activity will be included as annexes to the assessment report (English) Weekly progress reports covering the period of the second milestone (weeks 3-7). The reports will include but not be limited to achievements, challenges, and meetings from the previous week planned activities and meetings for the week ahead, and highlight all deviations from the original implementation plan. Each weekly report will be named for the contract week and dates of severage (English) 		
		contract week and dates of coverage (English). Selected service provider/ Vendor shall submit:		
3	Training materials and handouts	 Detailed training plan, materials, and handouts (English) Documentation for all the four training sessions for 25 selected employees (for each training), including original hard copies and electronic copies of sign-in sheets, photos, (English) Weekly progress reports covering the period of the fourth milestone. The 	40 % of the total contract amount	18 Weeks from the Contract Start Date
4	Final Report	Selected service provider/Vendor shall submit: Final progress 20+ page report. Initial copy due by the end of contract week 19. Revisions may be requested with the final submission due no later than contract week 20. (English)	20 % of the total contract amount	20 Weeks from the Contract Start Date

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 satisfactorily 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 Prohibited Technology

Bidders MUST NOT provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.

8.3 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:

<u>http://www.usaid.gov/policy/ads/300/310maa.pdf</u> and <u>http://www.usaid.gov/policy/ads/300/310mab.pdf</u> 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.

8.4 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. Anti-Corruption and Anti-Bribery Policy and Reporting Responsibilities

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. **DAI does not tolerate the following acts of corruption:**

- Any requests for a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a DAI employee, Government official, or their representatives, to influence an award or approval decision.
- Any offer of a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special
 consideration by an offeror or subcontractor to influence an award or approval decision.
- Any fraud, such as mis-stating or withholding information to benefit the Offeror or subcontractor.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative has a
 business or personal relationship with a principal or owner of the Offeror or subcontractor that may
 appear to unfairly favor the Offeror or subcontractor. Subcontractors must also avoid collusion or
 conflicts of interest in their procurements from vendors. Any such relationship must be disclosed
 immediately to DAI management for review and appropriate action, including possible exclusion from
 award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the Offeror or subcontractor from participating in future U.S. Government business.

Any attempted or actual corruption should be reported immediately by either the Offeror, subcontractor or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website www.DAI.ethicspoint.com, or



- Email to Ethics@DAI.com
- USAID's Office of the Inspector General Hotline at hotline@usaid.gov.

By signing this proposal, the Offeror confirms adherence to this standard and ensures that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks or fraud. The Offeror also acknowledges that violation of this policy may result in termination, repayment of funds disallowed by the corrupt actions and possible suspension and debarment by the U.S. Government.

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)

As part of the Year 4 work plan, Objective 2 aims at improving public finance management for national, regional, and provincial governments in Iraq and KRG. For this reason, IGPA/Takamul will conduct public financial management capacity building trainings for the finance and accounting units for the KRG Governorates of Erbil, Sulaimanya, Halabja, and Duhok to improve the staff performance to conduct their daily tasks effectively.

Provincial-level finance and accounting units play an important role in funding essential services for KRG citizens. Provincial-level finance and accounting units process a significant amount of payments from the public budgets for service delivery activities. IGPA/Takamul will provide technical support through the selected Vendor by delivering four comprehensive training programs (4 trainings and each training takes 5 days) on the decentralized governmental accounting system, internal financial audit, payroll management, and operational budgeting) and follow up capacity building sessions to build the required technical knowledge and skills for the relevant government staff to enhance their performance.

B. **OBJECTIVE**

The main objective of this activity is to support the KRG Governorates of Erbil, Sulaimanya, Halabja, and Duhok and deliver capacity building training and follow-up sessions for provincial level finance and accounting unit staff. Moreover, Objective 2 will enhance their capacity and skills in PFM areas to include a decentralized governmental accounting system, internal financial audit, payroll management, and financial planning and budgeting. The training will also help improve the relevant government staff's performance to perform their duties efficiently and effectively.



To implement this activity, IGPA/Takamul will solicit proposals from qualified in-country service providers/vendors to achieve the following objectives:

Objective 1: Review the current processes and procedures for finance and accounting and budgeting and identify gaps and areas for process improvements. Assess the existing knowledge and skills of the relevant governorate staff in the decentralized accounting system. Assess the internal financial audit, payroll management and planning, and budgeting for the governmental staff working in Erbil, Sulaimanya, Halabja, and Duhok related to the PFM topics to identify current weaknesses and skills gaps. This assessment should result in recommendations for capacity building areas to increase the government staff's knowledge and skills.

Objective 2: Develop comprehensive training materials including PowerPoint presentations, tools, case studies, practical skills-building exercises, and reference materials for the selected PFM training topics to build the knowledge and skills of the finance and accounting units relevant staff.

Objective 3: Introduce effective public financial management practices to the provincial finance and accounting units' staff through conducting trainings and follow up capacity building sessions.

Objective 4: Provide continuous support to the trained governmental staff in coordination by IGPA's PFM advisers working with the provincial level finance and accounting units to reinforce the knowledge and skills learned as a result of participation in the comprehensive training sessions.

C. ACTIVITY SUMMARY/DESCRIPTION

This activity will produce a comprehensive training program based on an assessment report, training materials and capacity building tools, and a final activity report to the IGPA PFM team after the selected service provider completes the tasks under this work scope. This work scope will support the following KRG offices: provincial-level finance and accounting units of Erbil, Suliemanyah, Duhok, and Halabja.

Over the course of 20 weeks, the selected vendor/service provider will conduct an assessment for the existing procedures of finance and accounting, internal financial auditing, operational budgeting, and payroll management at the KRG Governorates of Erbil, Suliemanyah, Halabja, and Duhok relevant units and recommend process and procedure improvements. The selected vendor/service provider will conduct four training about the decentralized accounting system, internal financial audit, operational budget, and payroll management; each training will take five days. Each training session will contain up to 25 staff in total from all KRG governorates (e.g.: decentralized accounting system training will be delivered to 25 government staff in total) to be trained on selected PFM topics. The assessments and the training sessions shall be conducted in person. However, the chosen Vendor should have and propose two options (in-person & remote) in the event of unforeseen COVID 19 or other concerns.

By the end of the performance period, the selected KRG units and staff will be equipped to implement the steps for finance and accounting, internal financial auditing, operational budgeting, and payroll management following best practices and based on government rules, regulations, and instructions to increase product performance.



D. TASKS/DETAILED REQUIREMENTS

To achieve the above objectives, the selected Vendor will work closely with the IGPA/Takamul team to perform the following:

- Participate in a kick-off meeting with IGPA/Takamul. May be in-person at the IGPA/Takamul office in Erbil or remotely, according to the circumstances of IGPA and the selected vendor/service provider.
- 2. 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 the name & contact information of service provider employees responsible for coordinating each task. The implementation timeline must consider possible delays due to government holidays and the COVID-19 restrictions if they continue. 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. The service provider shall formulate a plan for implementing the project through both in-person and online means.

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

3. Participate in introductory meetings with KRG Governorates, including Erbil, Sulaimanya, Halabja, and Duhok and provincial-level counterparts to conduct an initial assessment for the potential participants. Introductory meeting/s will be coordinated through IGPA/Takamul. The service provider will notify IGPA/Takamul of all meetings with government counterparts as early as possible or at least one week in advance. IGPA/Takamul reserves the right to participate in the discussions. The introductory meetings can be conducted in person or online based on the given circumstances and COVID-19 restrictions.

Documentation: Introductory meeting notes in English (including dates and list of participants) submitted to IGPA/Takamul in English via email within two business days of each meeting.

4. Conduct an assessment for the level of knowledge regarding the training subjects to the four KRG governorates. The service provider will submit assessment questions, dates, times, locations, and a list of participants to IGPA/Takamul at least two weeks in advance. IGPA/Takamul reserves the right to participate in meetings.

Documentation: Interview questions in English, meeting schedule, and written IGPA/Takamul approval. Meeting dates, a list of personnel consulted, and materials reviewed as part of the data gathering activity will be included as annexes to the assessment report.

- **5. Develop and submit an assessment report** in English. Based on the collected data and interviews conducted, the assessment report must include at least the following:
 - An executive summary of key findings and recommendations;



- Explanation of assessment methodology;
- Summary of best practices for the four training topics decentralized governmental accounting system, internal financial audit, payroll management, and operational budgeting;
- Detailed mapping and description of the current processes, procedures, systems, and the gaps and weaknesses and other issues as well as the existing skills and knowledge of the finance and accounting unit staff of the KRG Governorates of Erbil, Sulaimanya, Halabja, and Duhok;
- Provide recommendations process and procedures improvements and for building skills and knowledge of the staff through the training and capacity building sessions;
- Justification of recommendations (including but not limited to anticipated challenges to implementing recommendations and measures service providers will take to mitigate these
- challenges and address weaknesses of the current situation. Explain how these recommendations
 will impact the PFM outlook for KRG Governorates, including Erbil, Sulaimanya, Halabja, and
 Duhok, in the medium to long-term once they are fully adopted).

Deliverable: assessment report in English and written approval from IGPA/Takamul. <u>The training</u> assessment shall be carried out physically in each governorate as required.

6. Develop training materials for the training subjects to train key stakeholders from the four KRG governorates for input and approval. Send the final approved draft of the materials in English, Arabic, and or Kurdish to IGPA/Takamul. The training materials should include PowerPoint presentations, tools, case studies and practical exercises, and reference materials.

Deliverable: Electronic copy of the training materials in English, Arabic, and/or Kurdish.

- 7. Deliver five-day training events: the service provider should conduct five-day training events for each PFM suggested topic decentralized governmental accounting system, internal financial audit, payroll management, and planning and budgeting) in Erbil for up to 25 staff, the KRG governorates for each training including Erbil, Sulaimanya, Halabja, and Duhok offices. The Vendor shall provide two physical and online activity scenarios, considering the current situation of COVID-Deliverable: Electronic copy of the training material including PowerPoint presentations, tools, case studies, practical exercises, sign-in sheets, and photos.
- 8. Develop and submit weekly Reports: During the implementation period (anticipated duration of 100 working days /20 weeks), the service provider will provide weekly reports in English, including but not limited to achievements, challenges, high-quality photos, and meetings and be in constant communication with the IGPA's assigned staff responsible for reporting and implementation of this activity.
- 9. Develop and submit a final report: describing all activities, challenges, and results. The report shall include but not limited to a description of activities and achievements, a section titled "event report" (which includes a separate detailed description of each training event and follow up capacity building session) including quotes and photos from beneficiaries describing how the training will benefit their work, justification of any deviation from the original



implementation plan, implementation challenges, and how the challenges were addressed. An initial copy will be due by the end of contract week 19. Revisions may be requested with the final submission due date but should not be later than the contract end date.

Deliverable: Final activity report in English and written IGPA/Takamul approval.

E. ACTIVITY LOCATION

The training assessment shall be carried out physically in each governorate as required. The actual training must take place in Erbil, and this is the client's preferable option. In the event of harsh COVID and/or other security concerns that may prevent the training's in-person implementation, the selected provider shall propose an alternative remote option to implement both the training and the training assessment. (In such an event, the work will be conducted remotely with frequent on-site visits to the governorate accounting and finance offices)

F. DETAILED DELIVERY/PAYMENT SCHEDULE

The duration of the implementation of this SOW is **20 weeks** from the date of signing the contract. **Requirements of this Statement of Work – as per deliverables included in the table below:**

Milestone No.	Task	Milestone's Description and Required Documentation	Payment Amount (%)	Anticipated Completion Dates
	Submit implementation plan	 Selected service provider/Vendor shall submit: Project implementation plan/timeline (English) Introductory meeting notes with all the key staff from the provincial finance and accounting units from all the KRG governorate Weekly progress reports covering the period of the first milestone (weeks 1-2). The report will include but not be limited to achievements, challenges, and meetings from the previous weeks, planned activities and meetings for the week ahead, and highlight all deviations from the original implementation plan. Each weekly report will be named for the contract week and dates of coverage. 	10% of the total contract amount	2 Weeks from the contract start date
2	A	Selected service provider/ Vendor shall submit:	30% of the total	8 Weeks from the Contract



	Tindrice and According	 Assessment questions (approved by IGPA/Takamul prior to meetings) and interview/meeting schedule (English) Assessment report with annex. Annex should include meeting dates, list of personnel consulted, and materials reviewed as part of the data gathering activity will be included as annexes to the assessment report (English) Weekly progress reports covering the period of the second milestone (weeks 3-7). The reports will include but not be limited to achievements, challenges, and meetings from the previous week planned activities and meetings for the week ahead, and highlight all deviations from the original implementation plan. Each weekly report will be named for the contract week and dates of coverage (English). 	amount	Start Date
3	Training materials and handouts	 Selected service provider/ Vendor shall submit: Detailed training plan, materials, and handouts (English) Documentation for all the four training sessions for 25 selected employees (for each training), including original hard copies and electronic copies of sign-in sheets, photos, (English) Weekly progress reports covering the period of the fourth milestone. The reports will include but not be limited to achievements, challenges, and meetings from the previous week planned activities and meetings for the week ahead and highlighted all deviations from the original implementation plan. 		18 Weeks from the Contract Start Date



		Each weekly report will be named for the contract week and dates of coverage (English)		
4	Final report	Selected service provider/ Vendor shall submit: Final progress 20+ page report. Initial copy due by the end of contract week 19. Revisions may be requested with the final submission due no later than contract week 20. (English)	20 % of the total contract amount	20 Weeks from the Contract Start Date

G. REFERENCES & OTHER INFORMATION

Qualifications: The Vendor must have qualified staff who have similar work experiences or work previously in similar projects.

H. MONITORING AND EVALUATION

The 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 PFM 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 service provider'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.

Monitoring, evaluation, and learning (MEL) requirements include the following:

For assessments/ focus group discussions (FGDs)/ key informant interviews (KIIs):

- 1. The service provider informs IGPA/Takamul of meeting or event at least two weeks in advance. Event is created on IGPA/Takamul's internal Technical and Administrative Management Information System (TAMIS) at least 10 days prior to the event date.
- 2. The service provider provides assessment/interview questions to be shared with the MEL team at least two weeks in advance of the meetings/interviews.
- 3. The service provider provides original hard copies and electronic copies of sign-in sheets (only for FGDs and KIIs).
- 4. Following the event completion, the following attachments should be sent to IGPA/Takamul and uploaded to TAMIS: sign-in sheets, meeting notes, photos, event/assessment/FGD report where applicable.

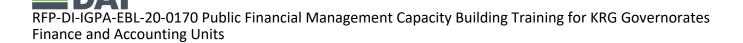


I. TECHNICAL DIRECTION

The PFM Coordinator is 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 PFM Team Lead is responsible for providing written technical approval for all deliverables.

J. SPECIAL CONSIDERATIONS

IGPA/Takamul supports vendors that do not discriminate based on race, religion, gender, ethnicity, political party affiliation, disability, or any other minority/vulnerability/marginalized identity. In line with this policy, IGPA/Takamul aims to have equal access to training and participation. For the selection criteria, IGPA/Takamul attempts to reflect the demographics of the target communities and government institutions in training participants' composition. The identification with any minority/vulnerable population/marginalized group does not supersede the need to select participants who meet the minimum requirements.



TO:

10.2 Attachment B: Proposal Cover Letter [On Firm's Letterhead] <Insert date> Click here to enter text. DAI Global, LLC. We, the undersigned, provide the attached proposal in accordance with RFP-IGPA-EBL 20-0170. 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: Name of Firm: Address: Telephone: E-mail **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	Tota I 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		, ,	1 77		
Other staff					
Other staff					
Staff Subtotal					
Fringes and benefits					
G&A					
Fringes					
Staff Subtotal					
TRAVEL COSTS					
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		10%	\$
Milestone No. 2		30%	\$
Milestone No. 3		40%	\$
Milestone No. 4		20%	\$
Total		100%	\$

Offerors must submit comprehensive budget narrative/ budget notes that provide information on each of the line items in the budget and explain why these items are needed to implement the activity.

If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs. A copy of an audit report and balance sheet and a profit and loss (P&L)/income & expenditure/revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).



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 world- wide 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.

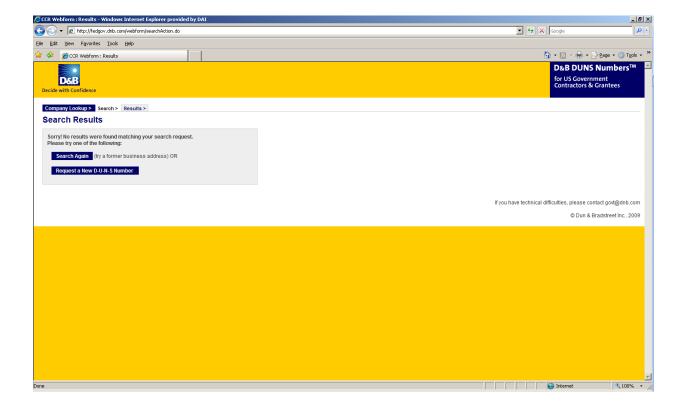
Instructions detailing the process to be followed in order to obtain a DUNs number for your organization begin on the next page.THE PROCESS FOR OBTAINING A DUNS NUMBER IS OUTLINED BELOW:

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.

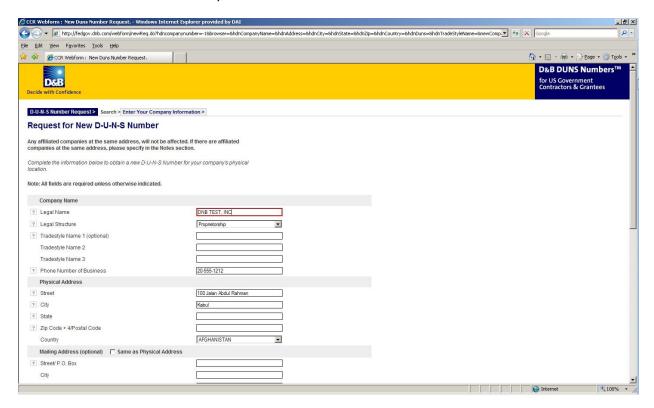
- 2. Select the Country where your company is physically located.
- 3. You will first be asked to search the existing DUNS database to see whether a DUNS number already exists for your organization/entity. Subcontractors/grantees who already have a DUNS number may verify/update their DUNS records.
- 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
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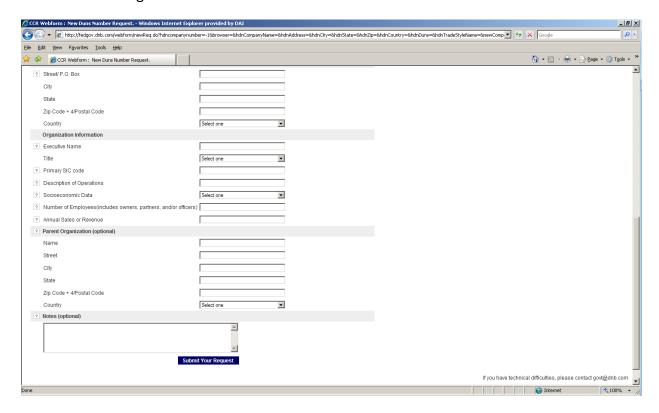
of corporation and partnership structures. It is designed to provide the limited liability features of a corporation and the tax efficiencies and operational flexibility of a partnership. Its owners have limited personal liability for the LLC's debts and obligations, similar to the status of shareholders 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.

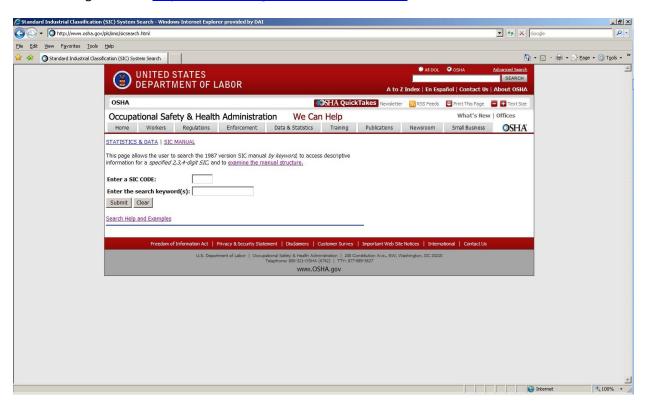
- **Partnership-** a legal form of operation in which two or more individuals carry on a continuing business for profit as co-owners. The profits and losses are shared proportionally.
- Proprietorship-These firms are owned by one person, usually the individual who has day-to-day
 responsibility for running 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:

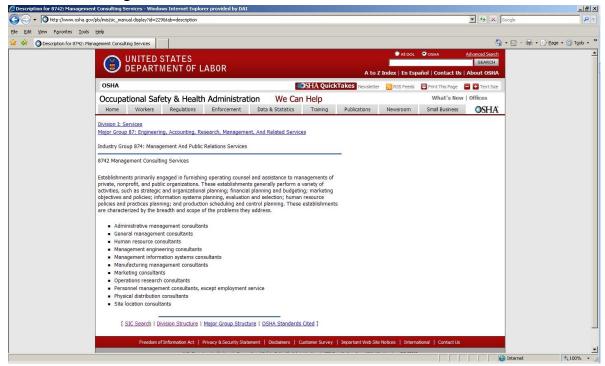
Industry Group 357: Computer And Office Equipment

Industry Group 355: Special Industry Machinery, Except Metalworking

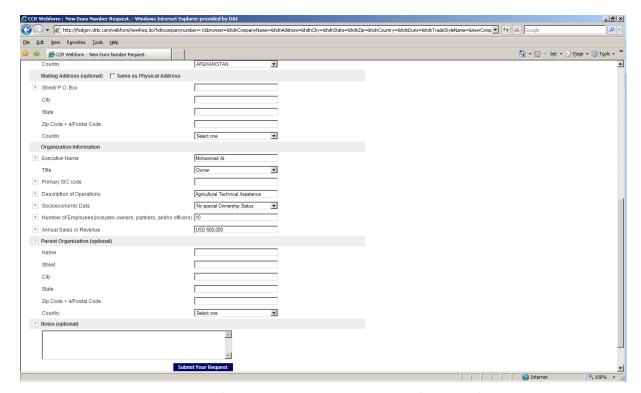
Industry Group 356: General Industrial Machinery And Equipment

Industry Group 359: Miscellaneous Industrial And Commercial





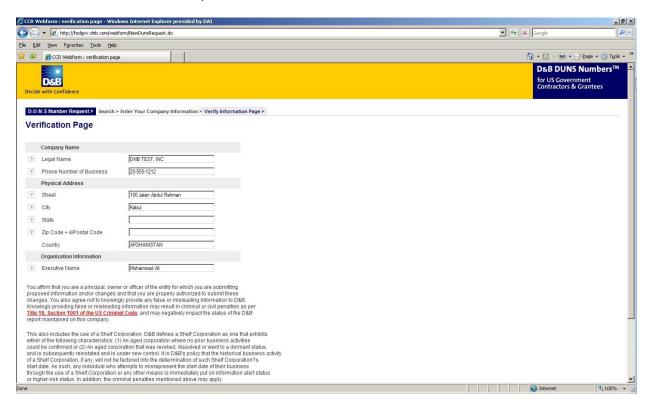
10. Description of Operations- Enter a brief description of the primary services you provide the example below, "agricultural technical assistance" was chosen as the primary function of the business.

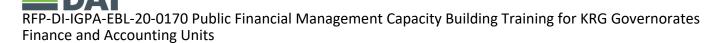


11. The Annual Sales or Revenue figure should be provided in USD (US Dollar) equivalent.



- 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 undertaken in the past five 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.
- 2) <u>Executive Compensation Certification-</u> 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.
- 5) <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u> The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u>.
- 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.
- 7) <u>Prohibition of Segregated Facilities</u> 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) Employee Compliance 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. Upo
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?
Include 2-3 sentence summary here:

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
Activition	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:	

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

Offeror	:
Have yo	ou?
	Submitted your proposal to DAI electronic E-mail address <u>IGPAProcurementINBOX@dai.com</u> (as specified in General Instructions above?
Does yo	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 8.4).
- 3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained in section 8.3).
- 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)
- 9. The Vendor is to submit proof of manuals, standard operating procedures, and/or internal policies, including human resource policies, which reflect a commitment to non-discrimination, equity and inclusion, and reporting mechanisms, including a whistleblower policy, for non-compliance with internal policies. If the Vendor is unable to produce the required documentation, the Vendor must be willing to work with IGPA/Takamul to receive training and support in the development of relevant policies.