

Iraq Governance and Performance Accountability Project (IGPA)

Request For Proposals (RFP)

RFP-DAI-IGPA-BAG-20-016

Iraqi Water Resources Planning Decision Support Tool

Issue Date: July 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), 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.

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Synopsis of the RFP

RFP No.	RFP-DAI-IGPA-BAG-20-016			
Issue Date	July 01, 2020			
Title	Iraqi Water Resources Planning Decision Support Tool			
	DAI - Iraq Governance and Performance Accountability Project, Baghdad Office			
Issuing Office & E-mail Address for Submission of Proposals	Al Rasheed Tulip Hotel - Baghdad, Iraq			
	(only electronic copy of the proposals will be accepted) and shall be submitted to IGPAProcurementINBOX@dai.com			
	July 08, 2020, 3:00 PM Baghdad Time zone			
Deadline for Receipt of Questions	E-mail subject line must contain solicitation number and title: "RFP-DAI-IGPA-BAG-20-016 Iraqi Water Resources Planning Decision Support Tool".			
	All questions received will be compiled and answered in writing and distributed to all interested Offerors.			
Deadline for Receipt of Proposals	July 22, 2020, 3:00 PM Baghdad Time zone			
Point of Contact	Please send your questions only to <u>ProcurementIGPA@dai.com</u>			
	DAI anticipates issuing a subcontract agreement.			
Anticipated Award Type	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 for the solicitation of services and implementation of the Water Resources Planning Decision Support Tool Activity 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. <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 July 22, 2020, at 15:00 Baghdad Time. An electronic copy of the Technical Proposal and 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	Points Available		
1) Problem statement and evidence of local knowledge	Giving specific examples from the ministry/provinces discussed in the Scope of Work, please describe the problem your organizational expertise will address through this project. A statement demonstrating a clear understanding of the problem and the ability to relate them to creative objectives and goals will receive a higher score than a problem statement that does not include this information.			
2) Methodology	 Considering the Statement of Work, please describe in detail the following: a) 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. This Section should demonstrate the vendor implementation strategy and plan to conduct the data review, data collection and produce the deliverables stipulated. 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, including use of RIBASIM or similar codes. c) How you would propose to locate and access the data currently available, and what method or approach you would use to assess the validity or otherwise of these data. Separately, describe the methodology for primary and secondary data collection and review. d) The Vendor should provide a description of the Information Management Plan that will be developed. This Section should provide details about the types of recommendations that will be made based on previous experience completing similar activities. Methodologies that indicate a greater practical understanding of implementing the work, and more innovative yet realistic ways of carrying out the work will be scored more favorably than those that do not consider these factors. (One to two pages maximum for items (a) through (d)) 	30 points		

	TULAT	TOO HOURS
	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 Total	100 points
5) Past performance	Document and summarize your proven track record of successfully implementing similar activities. Using the table format provided below, please list only the projects you have implemented within the past 5 years, a brief description of how each is relevant to this RFP, and the contact details for each previous Client or donor. You may also include recommendation/appreciation letters and certificates as attachments.	30 points
4) Staffing	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 e) CVs for Key Personnel should be provided and should be no longer than one page in length. At a minimum, the following individuals should be involved, with CVs provided. • A senior experienced Project Manager. Requires university level education and at least 10 years of experience in managing similar projects involving data gathering, database development, water availability modeling, and training. Experience in regional projects would be highly regarded. • A hydrologist experienced with developing and cleaning data from multiple and disparate sources for application to water availability models. • An English and Arabic-speaking technical person familiar with the hydrology of the Tigris and Euphrates Basins, and the Ministry of Water Resources. This person may also help with training. References should be provided for each identified team member and company experience should be provided with relevant case studies of similar work. Staffing plans that propose individuals with qualifications and experience related to the tasks stated in this RFP will be evaluated more favourably than staffing plans that do not take these factors into consideration.	20 points
3) Management Approach	 a) An organizational chart that describes the proposed structure including the staff assigned to the project. The Vendor should describe how the proposed team members have the necessary experience and capabilities to carry out the technical approach. b) Description of the systematic management approach that demonstrates the capacity to complete work in a timely, satisfactory fashion, especially when covering MoWR that will be involved. 	10 points
	Please provide and describe:	

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., origination registration in Iraq, or the organization proxy registration in Iraq), and be eligible to perform work under applicable laws and regulations.
- 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	Task	Milestone's Description and Required Documentation	Payment Amount (%)	Anticipated Completion Dates
	Task 1: Project Kick off (end of week 1)	An implementation plan to be submitted by the project manager (Gantt Chart that details the activities, sub-activities, timeline, outcomes).		
1	Task 2: Collect Data (end of week 5)	 Requirements sheet which includes MoWR functional and non-functional requirements "streamflow, lake levels, water use and reservoir operating rules" which were agreed upon and signed off by MoWR. Also, the PowerSim model and associated files 6 weekly progress reports (week 1-6) - at the end of week 6 (technical team reserves the right to ask for these reports to be submitted every week) 	20% of the total contract amount	6 Weeks from Contract Start Date
2	for the course and a copy of the total training materials.		contract	14 Weeks from Contract Start Date
	Task 4: Coordinate with USGS (end of week 14)	 Minutes of meeting/discussions with USGS, including the results of their work, which can be used as input to the RIBASIM model 8 weekly progress reports (week 	amount	

		7-14) - at the end of week 14 (technical team reserves the right to ask for these reports to be submitted every week)		
3	Task 5: Develop Model Using RIBASIM (end of week 20)	 RIBASIM Model developed for the Tigris and Euphrates Basins which can be used to analyze the water balance in each river and provides basic information on the available quantity of water as well as the composition of the flow at every location and at any time in the river basin, taking into account drainage from agriculture, discharges from industry, and the downstream reuse of water, etc. Model review and QA/QC to be provided by Deltares and coordination with MoWR on inputs and functionality 6 weekly progress reports (week 15-20) - at the end of week 20 (technical team reserves the right to ask for these reports to be submitted every week) 	15% of the total contract amount	20 Weeks from Contract Start Date
4	Task 6: Prepare Reference Manual (end of week 40)	 SOPs on the use of RIBASIM, including: Detailed SOPs on the use of the model; Screenshots of the model that help illustrate its use; and Guidelines/tips on using the model 20 weekly progress reports (week 21-40) - at the end of week 40 (technical team reserves the right to ask for these reports to be submitted every week) 	20% of the total contract amount	40 Weeks from Contract Start Date
5	Task 7: Conduct Training on the Model	 Training outline and material for the MOWR team; Evidence of training conducted 	20% of the total contract amount	50 Weeks from Contract Start Date

and Handover (end of week 50)	 Proof of handover to the MoWR of six high-end personal computers that have been set up with the RIBASIM model and associated permanent licenses and have access to all the relevant databases and data analysis tools. 	
	Submits reports reflecting the technical support for the use and upgrade of the tool as needed and requested by MoWR for a period of three months. A monthly report should be provided includes summary of the requests they received and the technical support.	
Task 8: Provide Technical Support (end	10 weekly progress reports (week 41-50) at end of week 50 (technical team reserves the right to ask for these reports to be submitted every week)	
of week 50)	A final report containing a summary of the implementation of the activity (week 1-50), 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 report must be submitted in English and Arabic	

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 935: Goods and services from any area or Country including the cooperating Country, but excluding Prohibited Countries

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. Activity Purpose

The primary purpose of this activity is to support The Ministry of Water Resources (MoWR) in Iraq in modernizing its water planning and management tools and capabilities to better manage the nation's water resources.

B. Background and Rationale

The MoWR in Iraq uses several modeling tools to understand and manage water resources. These tools are used to make critical decisions related to water allocation (including reservoir releases), data management, flood control, and water quality. However, most of these tools are outdated and require updating with new data and functionality. Furthermore, the models are not able to communicate with each other, as they were produced by different organizations and adapted ad-hoc over several years. The most important of these tools is the PowerSim model, used for making major water allocation decisions; however, MoWR staff no longer use this software because it is not Windows-based, and it is complicated to use. More modern software for water resources management typically has a graphical user interface (GUI) as well as visualization capabilities that make results easier to share with stakeholders.

While several software upgrade initiatives are planned as part of the MoWR update to the "Strategy for Water and Land Resources in Iraq", the most critical of these is the water allocation tool. One tool that MoWR staff prefer to use is called the River Basin Simulation Model (RIBASIM), which is developed and maintained by Deltares, an independent institute for applied research in the Netherlands. RIBASIM has much more functionality (for example, rainfall-runoff simulation capabilities) than PowerSim and is also user friendly. RIBASIM models have been developed for applications all over the world, including the Nile River and Oum Er Rbia (Morocco) River basins.

In addition, the US Geological Survey (USGS) is conducting a complementary project which will provide better information on rainfall-runoff processes, water inflows to Iraq, irrigation needs, and reservoir capacity, etc. The outputs of the USGS project are considered inputs to the proposed RIBASIM model, and this information will help ensure the model contains the latest physical data available. The results of the USGS analyses will help ensure that a more accurate and more appropriate model is delivered through this scope of work. As part of this SOW, procurement of the USGS data must be arranged directly between the Vendor and USGS in advance of the model development.

C. Objectives

This activity aims to support the MoWR in Iraq in developing an Automated Water Management Decision Support Tool that will help the ministry in making decisions concerning water allocation, data management, flood control, and water quality.

D. Statement of Work

To address the needs described above, a total of eight tasks have been identified. Under this Scope of Work, the activities of the consulting team will include but are not limited to, the tasks described below. The selected Vendor will provide all deliverables in both English and Arabic language; the provided software solution should be licensed, and the program will not accept open-sourced software.

Task One: Kick-off meeting



A detailed implementation plan to be submitted by the project manager and approved by IGPA/Takamul.

Task Two: Collect Data

The Vendor will arrange meetings with MoWR staff to understand more concretely the functionality of the PowerSim model, including, for example, input data, which processes are simulated, and how decisions are made based on model results. It will also include collecting data inputs, such as:

- Reservoir area-elevation capacity curves,
- Historic flow and reservoir level data,
- Channel flow attenuation and losses,
- Historical diversions and return flows,
- Water allocations,
- Water demand by region and by sector, precipitation, and evaporation estimates, etc.

The key purposes of this task are to;

- (i) make sure that the RIBASIM tool caters for the requirements of the MoWR, and
- (ii) to obtain the data necessary to build a new RIBASIM model.

Task Three: Attend RIBASIM Training

The selected Vendor will be responsible to arrange and attend a one-week Deltares training course on RIBASIM in the Netherlands, <u>if needed</u>, in order to conduct a subsequent two-week training course for 10 to 15 MoWR staff in Baghdad. The training of MoWR staff in Baghdad will include hands-on activities, during which the trainers and MoWR staff will develop simple basin examples. The training will enable the MoWR staff to continue operating and updating the RIBASIM as needed in the future.

Task Four: Coordinate with United States Geological Survey

The selected Vendor will coordinate with the USGS during the development of the model to ensure that the USGS project outputs are incorporated as inputs to the RIBASIM model. Procurement of the USGS data must be arranged directly between the Vendor and USGS in advance of the model development. There is no charge for USGS data, though it is understood there will be time and effort (and associated cost) in coordinating with the USGS and procuring the data.

Task Five: Develop Model Using RIBASIM

Using the information gathered in Task Two and the training attended in the Netherlands (if took place), the model of the Tigris and Euphrates River Basins will be developed for the Iraq portions of the watersheds only. That is, the model should only reflect/capture the amount of water entering and flowing through Iraq from Turkey and Syria. Boundary conditions at the borders will be based on the best available information, and flow forecasting capabilities may be built-in based on snowpack estimates and/or river flow forecasting. The geographic extent of the models may be expanded in the future, depending on needs. The models will be developed collaboratively with MoWR staff who attended the training to ensure identified needs are met.



Task Six: Prepare Reference Manual

The selected Vendor will prepare standard operating procedures (SOPs) for the operation of the RIBASIM Tigris and Euphrates River Basins model, which will provide detailed descriptions and instructions. The SOPs will include detailed steps on how to run, update, and maintain the model. The reference manual will consist of screenshots to illustrate the implementation of key steps, as well as instructions on how to update the model as required.

Task Seven: Conduct Training on the Model and Handover

Once the RIBASIM model is completed, the Vendor will design and deliver a 10-day (two work-weeks, 8 hours a day) training course for 10-15 MoWR staff (at least 25% women) in Baghdad, at the MoWR. The purpose of the training is to make sure that the relevant staff members who will be responsible for using the model are fully capable of using it properly. The task will also include the handover to the MoWR of six high-end computers that have been set up with the RIBASIM models and associated eight permanent licenses (two for training in the Netherlands and six for MoWR use) which the Vendor will procure as part of the assignment and have access to all the relevant databases and data analysis tools.

Task Eight: Provide Technical Support

Once the model has been developed and delivered to MoWR staff, and training has been provided, it is expected that additional technical support may be needed to build in additional information or improve functionality. Therefore, technical support will be provided for a period of three months after the handover and on an as-needed basis by Ministry of Water Resources. It may involve up to 10 workdays of Deltares staff for any complicated problems. Also, Deltares must provide free software updates and upgrades, as needed. The selected Vendor will be responsible for arranging the support and updates directly with Deltares on behalf of the MoWR.

The selected Vendor shall submit a final report containing a summary of the implementation of the activity (week 1-50), 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 report must be submitted in English and Arabic.

E. REQUIREMENTS OF THIS STATEMENT OF WORK

The selected Vendor will be responsible for the deliverables included in the table below:

Milestone	Task	Milestone's Description and Required Documentation	Payment Amount (%)	Anticipated Completion Dates
1	Task 1: Project Kick off (end of week 1)	An implementation plan submitted by the project manager (Gantt Chart that details the activities, subactivities, timeline, outcomes)		



	Task 2: Collect Data (end of week 5)	 Requirements sheet which includes MoWR functional and non-functional requirements "streamflow, lake levels, water use and reservoir operating rules," which were agreed upon and signed off by MoWR. Also, the PowerSim model and associated files 6 weekly progress reports (week 1-6) - at the end of week 6 (technical team reserves the right to ask for these reports to be submitted every week) 	20% of the total contract amount	6 Weeks from Contract Start Date
	Task 3: Attend RIBASIM Training (end of week 8)	 A report on the content of the training attended at Deltares in the Netherlands, including pictures, training evaluation form, certificate of completion for the course and a copy of the training materials. 		
2	Task 4: Coordinate with USGS (end of week 14)	 Minutes of meeting/discussions with USGS, including the results of their work which can be used as input to the RIBASIM model. 8 weekly progress reports (week 7-14) - at the end of week 14 (technical team reserves the right to ask for these reports to be submitted every week) 	25% of the total contract amount	14 Weeks from Contract Start Date
3 Model Using RIBASIM (end of week 20) Develop the Tigris and which can be u the water bala		 RIBASIM Model developed for the Tigris and Euphrates Basins which can be used to analyze the water balance in each river and provides basic information 	15% of the total contract amount	20 Weeks from Contract Start Date



	ı			
		on the available quantity of water as well as the composition of the flow at every location and at any time in the river basin, taking into account drainage from agriculture, discharges from industry, and the downstream re-use of water, etc. Model review and QA/QC to be provided by Deltares and coordination with MoWR on inputs and functionality • 6 weekly progress reports (week 15-20) - at the end of week 20 (technical team reserves the right to ask for		
		these reports to be submitted every week)		
4	Task 6: Prepare Reference Manual (end of week 40)	 SOPs on the use of RIBASIM, including: Detailed SOPs on the use of the model; Screenshots of the model that help illustrate its use; and Guidelines/tips on using the model 20 weekly progress reports (week 21-40) - at the end of week 40 (technical team reserves the right to ask for these reports to be submitted every week) 	20% of the total contract amount	40 Weeks from Contract Start Date
5	Task 7: Conduct Training on the Model and Handover (end of week 50)	 Training outline and material for the MOWR team; Evidence of training conducted for the MoWR team; Proof of handover to the MoWR of six high-end personal computers that have been set 		



	up with the RIBASIM model and associated permanent licenses and have access to all the relevant databases and data analysis tools.		
Task 8: Provide Technical Support (end of week 50)	Submits reports reflecting the technical support for the use and upgrade of the tool as needed and requested by MoWR for three months. A monthly report should be provided a summary of the requests they received and the technical support. • 10 weekly progress reports (week 41-50) at end of week 50 (technical team reserves the right to ask for these reports to be submitted every week) • A final report containing a summary of the implementation of the activity (week 1-50), 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 report must be submitted in English and Arabic	20% of the total contract amount	50 Weeks from Contract Start Date

F. PERIOD OF PERFORMANCE:

DAI expects a period of performance of approximately 50 weeks

G. MONITORING, EVALUATION and LEARNING REQUIREMENTS

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

The Vendor must ensure that all relevant information detailed in this Section is provided to IGPA no later than 10 working days prior to each event.:

- For assessments Event: The Vendor must coordinate with IGPA to provide the following documents:
 - 1. Assessment questionnaire to be shared with MEL team three days in advance of the survey/assessment.
 - 2. Filled assessment forms.
 - 3. Following the event completion, the following documents need to be provided to DAI/IGPA Team: sin-in sheets, questionnaire, photos, event/assessment report.

For Training Events:

MEL forms required: sign-in sheets, training evaluation forms.

Pre-post tests should be designed by the trainer and shared with MEL and Equality &Inclusion team three days in advance of the training event, pre-post test findings should be included in the event report.

During the last day of the training, the trainer will distribute a "Home Letter" to each participant, collect the cards, and submit to MEL team. Following the event completion, the following documents need to be provided to DAI/IGPA Team: sign-in sheets, training evaluation forms, training materials (including presentations and handouts), photos, event report, detailed budget and agenda.

• For on-the-job-trainings (OJT):

MEL forms required: sign in sheets, training evaluation forms.

Following the event completion, the following documents need to be provided to DAI/IGPA Team: signin sheets, training evaluation forms, photos, event report, detailed budget, training materials, handouts and agenda.

H. TECHNICAL DIRECTION

The initial IGPA/Takamul representative will be the Objective Team Lead.

This representative responsibility may be delegated during project implementation.



10.2 Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: Click here to enter text.

Development Alternatives, Inc.

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	(e.g., day)	(e.g., # of	(e.g., cost		
project manager		days)	per day)		
For example, expert					
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		20%	\$
Milestone No. 2		25%	\$
Milestone No. 3		15%	\$
Milestone No. 4:		20%	\$
Milestone No. 5		20%	\$
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.



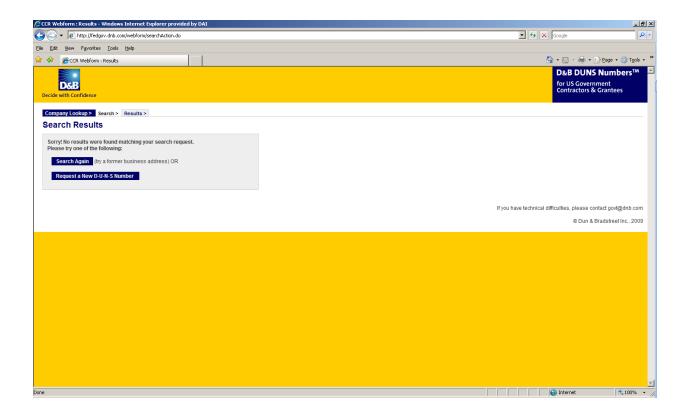
THE PROCESS FOR OBTAINING A DUNS NUMBER IS OUTLINED BELOW:

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

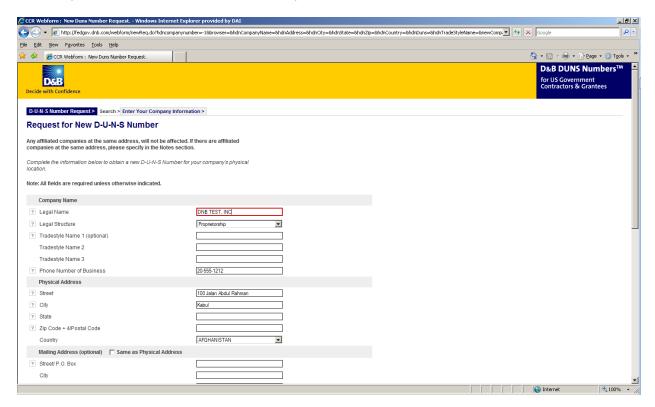
Please note there is a bar on the left for Frequently Asked Questions as well as e-mails and telephone numbers for persons at Dun & Bradstreet for you to contact if you have any questions or difficulties completing the application on-line. DAI is not authorized to complete the application on your organization's 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:

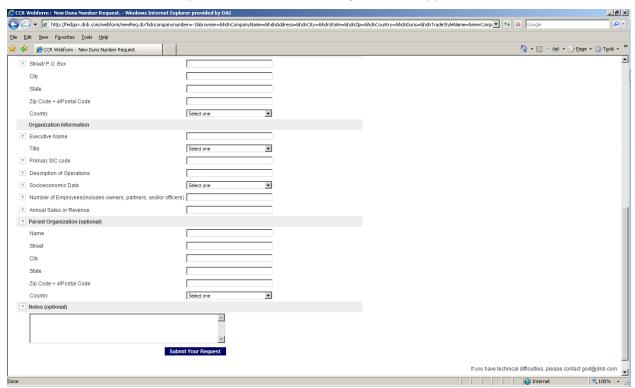


- **Corporation** A firm that meets certain legal requirements to be chartered by the state/province in which it is headquartered by the filing of articles of incorporation. A corporation is considered by law to be an entity separate and distinct from its owners. It can be taxed; it can be sued; it can 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.

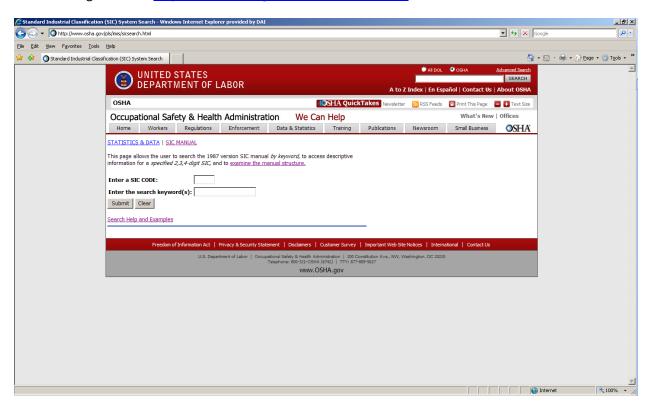
Community based organizations, trade associations, community development councils, and similar entities which are not organized as a profit making organization should select this status, even if your organization is not registered formally in Country as an NGO.

- **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:

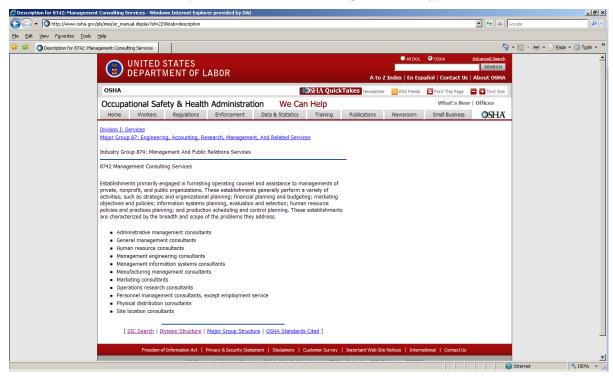
Industry Group 357: Computer And Office Equipment

Industry Group 355: Special Industry Machinery, Except Metalworking

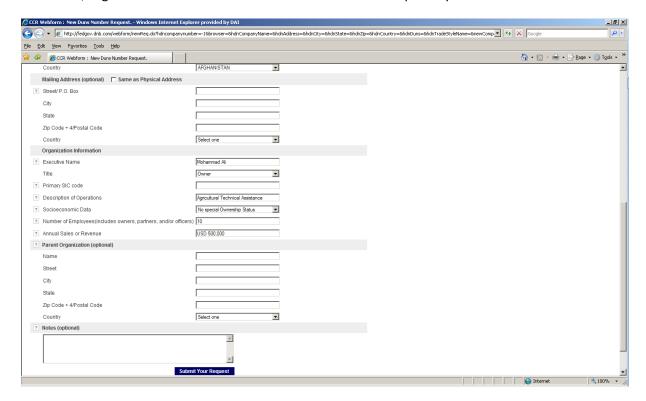
Industry Group 356: General Industrial Machinery And Equipment

Industry Group 359: Miscellaneous Industrial And Commercial



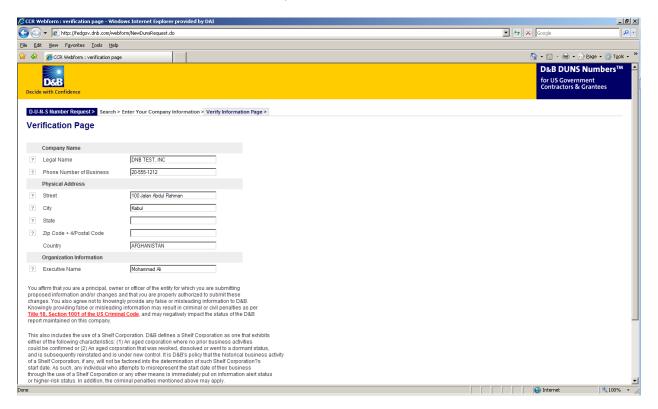


10. Description of Operations- Enter a brief description of the primary services you provide the example below, "agricultural technical assistance" was chosen as the primary function of the business.





- 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)
- 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, <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.
- Prohibition of Segregated Facilities The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
- Equal Opportunity 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. Labor Laws The Bidder certifies that it is in compliance with all labor laws..
- 10. <u>Federal Acquisition Regulation (FAR)</u> 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' 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. Fo 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
Activitie	es	



Mark "X"	Activity/Documents	Required Marking
Documo	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

Offero	r:
Have y	vou?
	Submitted your proposal to DAI electronic E-mail address IGPAProcurementINBOX@dai.com (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. origination registration in Iraq, or the organization proxy registration in Iraq), and be eligible to perform work under applicable laws and regulations.
- 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)