Libya Local Governance and Civil Society (LGCS)/Taqarib Activity

Request For Proposals (RFP)

RFP NO. taqarib-Libya-2021-021

Engineering Design Review and Examination

Issue Date:  April 8, 2021

**WARNING**: Prospective Offerors who have received this document from a source other than the Libya Local Governance and Civil Society (LGCS)/Taqarib Activity ([ProcurementLGCS@dai.com](mailto:ProcurementLGCS@dai.com)), should immediately contact ProcurementLGCS@dai.com 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.

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 corruption, bribery, collusion or conflicts of interest. Any requests for payment or favors by DAI employees should be reported as soon as possible to ethics@dai.com or by visiting [www.dai.ethicspoint.com](http://www.dai.ethicspoint.com). Further, any attempts by an offeror or subcontractor to offer inducements to a DAI employee to influence a decision will not be tolerated and will be grounds for disqualification, termination and possible debarment. See provision No. 9 for more details.
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Synopsis of the RFP

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<th>RFP NO. taqarib-Libya-2021-021</th>
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</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>April 8, 2021</td>
</tr>
<tr>
<td>Title</td>
<td>Engineering Design Review and Examination</td>
</tr>
<tr>
<td>Issuing Office &amp; Email/Physical Address for Submission of Proposals</td>
<td>Libya LGCS Procurement Department</td>
</tr>
<tr>
<td></td>
<td>Submit proposals to: <a href="mailto:LGCSProductionINBOX@dai.com">LGCSProductionINBOX@dai.com</a></td>
</tr>
<tr>
<td>Bidder’s Conference</td>
<td>A Pre-Proposal Bidders’ Conference is scheduled for <strong>April 22, 2021 at 12:00 Libya Time</strong> through Zoom. Prospective Offerors must submit a request to attend the Bidder’s conference via <a href="mailto:ProcurementLGCS@dai.com">ProcurementLGCS@dai.com</a> by <strong>April 21, 2021 at 12:00 Libya Time</strong> to receive log-in details of the conference.</td>
</tr>
<tr>
<td>Deadline for Receipt of Questions</td>
<td>April 29, 2021 at 14:00 PM, Libya time</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals</td>
<td>May 10, 2021 at 14:00 PM, Libya time to <a href="mailto:LGCSProductionINBOX@dai.com">LGCSProductionINBOX@dai.com</a></td>
</tr>
<tr>
<td>Point of Contact</td>
<td><a href="mailto:ProcurementLGCS@dai.com">ProcurementLGCS@dai.com</a></td>
</tr>
<tr>
<td>Anticipated Award Type</td>
<td>Multiple Award Indefinite Quantity Contract (IQC) with issuance of Fixed Price Task Orders (TO) under said IQC. DAI anticipates awarding multiple IQCs with an ordering period through December 31, 2022 and a performance period through March 31, 2023. The maximum aggregate dollar value of task orders awarded to all IQC holders shall not exceed $200,000. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees. There is no guarantee on the number of task orders that the IQC holders will receive nor the minimum value of each task order. This RFP is for the IQC only. The first TO is anticipated to be released on or around July 2021.</td>
</tr>
<tr>
<td>Basis for Award</td>
<td>Awards 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 price factors.</td>
</tr>
</tbody>
</table>
1. **Introduction and Purpose**

1.1 **Purpose**
DAI, the implementer of the USAID Local Governance and Civil Society project (LGCS), invites qualified offerors to submit proposals to supply and deliver engineering design services in support of 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 multiple Indefinite Quantity Contracts (IQC), with Fixed Unit Price Task Orders (TOs) to be competed separately among interested IQC holders as outlined below. A Fixed Unit Price TO is an award for the provision of specific services, goods, or deliverables with unit prices which do not vary based on the contractor’s cost experience. Under this RFP, DAI requests offerors to provide IQC proposals, including Technical and Price proposals.

DAI anticipates awarding multiple IQCs, with the exact number of awards to be determined depending on the number and quality of proposals received. The maximum aggregate dollar value of task orders awarded to all IQC holders shall not exceed $200,000. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees. There is no guarantee on the number of task orders that the IQC holders will receive. The value of each task order will correspond to the task order’s scope of work. This RFP is for the IQC only. The first TO is expected to be released on or around July 2021.

1.4 **Task Order Process**
To obtain services within the Scope of Work of this IQC contract, DAI will issue Task Orders. Task Orders may be awarded within the IQC ordering period specified in the above table and must be completed by the end of the performance period specified in the above table.

Requests for Task Order Proposals (RFTOPs) will be issued to all IQC holders. IQC holders may be asked to provide technical and price proposals in response to RFTOPs. Technical responses to RFTOPs will include information such as proposed team, implementation plan/timeline, specific country and technical experience and knowledge, etc. as relevant. DAI will not reimburse IQC holders for the cost of preparing, submitting, and/or negotiating a Task Order proposal. All IQC holders will be provided the opportunity to submit proposals for all RFTOPs issued but are not required to submit a proposal in response to all RFTOPs.

2. **General Instructions to Offerors**

2.1 **General Instructions**
“Offeror”, “Contractor”, 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 contract or task 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 or liable for these costs.

Proposals are due no later than the deadline specified in the synopsis at the beginning of this RFP, to be submitted to the email address specified in that synopsis. Please state the RFP number and title of the activity in the subject line of the email. Cost and technical proposals should be submitted in separate emails. 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.

2.2 Proposal Cover Letter
A cover letter must be included with the Proposal on the Offeror's letterhead with a duly authorized signature using Attachment B as a template for the format. The cover letter shall include certification that the labor rates provided in the Price Proposal—including annual escalation, if indicated—are valid for the life of the IQC.

2.3 Questions regarding the RFP
Offerors are responsible for reading and complying with the terms and conditions of this RFP.

All communications regarding this solicitation are to be made solely through the Issuing Office and must be submitted via email to ProcurementLGCS@dai.com with the subject RFP NO. taqarib-Libya-2021-021- Questions no later than the date and time specified above.

All questions received will be compiled and answered in writing and posted at Libyaninvestment.com, as well as sent via email to potential bidders who have registered their interest as instructed in the synopsis above.

No questions will be answered by phone. Any verbal information received from a DAI employee or other entity shall not be considered as an official response to any question regarding this RFP.

2.4 Pre-Proposal Bidders’ Conference
A pre-proposal bidders’ conference will be held on April 22nd, 2021, beginning at 12:00 Libya time, through Zoom. Prospective Offerors must submit a request to attend the Bidder’s conference via ProcurementLGCS@dai.com by April 21st, 2021 at 12:00 Libya Time, to receive log-in details of the conference.

Information of interest to all prospective Offerors will be presented. While attendance at the pre-proposal conference is not mandatory, all interested prospective suppliers are encouraged to attend in order to prepare acceptable proposals. Questions asked at the Pre-Proposal Bidder’s Conference, that would benefit all bidders, shall be provided in an amendment to the RFP.

3. Instructions for the Preparation of Technical Proposals
Technical proposals shall be sealed in a separate envelope from cost/price proposals and shall be clearly labeled as “VOLUME I: TECHNICAL PROPOSAL”.

Technical proposals shall include the following contents

1. Technical and Management Approach (max 6 pages). Offerors must demonstrate clear strategies for undertaking the statement of work, including the feasibility of the Offeror’s proposed plan to independently engage and complete the activity. Offerors must describe the proposed services which meets or exceeds the stated technical specifications or 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. **Corporate Capabilities (max 4 pages).** Offerors must demonstrate expertise and capacity to provide the services requested in the scope of work, including demonstrated experience successfully managing similar engineering support services in Libya. Offeror must demonstrate experience working in the West, East and South of Libya. The proposal should describe how the Offeror has the necessary experience and capabilities to carry out the Technical Approach.

3. **Past Performance (max 2 pages).** Provide a list of at least three (3) awards of similar scope implemented within the past five years. The information shall be supplied as a table and shall include the legal name of the organization for which services were performed, description and location of work performed, duration of the work (start/end dates), value and type of contract, and a current phone/email contact of a responsible and knowledgeable representative of the client organization. See Attachment F.

3.1 **Services Specified**
For this RFP, DAI is in need of the services described in Attachment A.

3.2 **Technical Evaluation Criteria**
Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are 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, are considered significantly more important than cost/price factors.

**Table 1: Evaluation Criteria**

<table>
<thead>
<tr>
<th>Scored Sections</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical and Management Approach</strong></td>
<td></td>
</tr>
<tr>
<td>• Capacity to accomplish the work in the required time including evidence of financial resources and business background to provide full, continuous service</td>
<td>45 points</td>
</tr>
<tr>
<td>• Describe the proposed services which meets or exceeds the stated technical specifications or scope of work.</td>
<td></td>
</tr>
<tr>
<td>• Describe how the Offeror plans to complete the work and describe an approach that demonstrates the achievement of timely and acceptable performance of the work.</td>
<td></td>
</tr>
<tr>
<td><strong>Corporate Capabilities</strong></td>
<td></td>
</tr>
<tr>
<td>• Offerors must demonstrate expertise and capacity of its firm to provide the services requested in the scope of work, including demonstrated experience successfully managing similar engineering support services in Libya.</td>
<td>30 points</td>
</tr>
<tr>
<td>• Describe how the Offeror has the necessary experience and capabilities to carry out the Technical Approach.</td>
<td></td>
</tr>
<tr>
<td><strong>Past Performance</strong></td>
<td></td>
</tr>
<tr>
<td>• Previous similar experience, including evidence of similar services successfully performed on equal, or more difficult, projects in the last 5 years.</td>
<td>25 points</td>
</tr>
</tbody>
</table>
4. Instructions for the Preparation of Price Proposals

4.1 Price Proposals

Price proposals shall be sealed in a separate envelope from technical proposals and shall be clearly labeled as “VOLUME II: PRICE PROPOSAL”.

Provided in Attachment C are the instructions for preparing Price Proposals. The Offeror shall provide the information as requested in the instructions. DAI requires the Offeror to provide a table of fixed labor rates by category for the IQC Price Proposal. These rates shall be fixed for any and all task orders issued under this IQC, shall be valid for the life of the IQC and shall include proposed escalation percentage, if any. The Offeror 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 price 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.

Evaluation points will not be awarded for price. Price will primarily be evaluated for fairness 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. Provide evidence of the valid and relevant business licenses to operate in the host country.
2. Evidence of a DUNS number (explained below and instructions contained in Attachment D).
3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below).
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.
5. Ability to comply with required or proposed delivery or performance schedules.
6. Ability to travel and work in the West, East and South of Libya
7. Have a satisfactory past performance record.
8. Have a satisfactory record of integrity and business ethics.
9. Have the necessary organization, experience, accounting and operational controls and technical skills.
10. Have the necessary engineering, construction and technical equipment and facilities if applicable.
11. Be qualified and eligible to perform work under applicable laws and regulations.

6. Inspection & Acceptance
DAI reserves the right to inspect the services being performed to determine whether they are being performed in a satisfactory manner and according to international quality standards. The Offeror will be responsible for any countermeasures or corrective action, within the scope of this RFP arising from these inspections and at the behest of the LGCS Chief of Party or his designee.

7. Compliance with Terms and Conditions
7.1 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.

7.2 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.

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

Geographic Code 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 include 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.

7.4 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 contract/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 contracts/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, Contractors

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

8. 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 contractor to influence an award or approval decision.
- Any fraud, such as mis-stating or withholding information to benefit the offeror or contractor.
- 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 contractor that may appear to unfairly favor the offeror or contractor. Contractors 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 contractor from participating in future U.S. Government business.

Any attempted or actual corruption should be reported immediately by either the offeror, contractor 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.
9. **Attachments**

9.1 **Attachment A: Scope of Work for Services**

The Taqarib / Local Governance and Civil Society (LGCS) Activity will work with 30 target Municipalities in Libya. Under the leadership of the Taqarib Component 1 Team Leader, the IQC holders who successfully compete for Task Orders, hereinafter referred to as “Contractors”, will provide design services. They will also apply professional engineering and design capabilities to provide third-party design quality assurance and review for the LGCS Activity design deliverables and will provide selected site-evaluations and inspections for eventual construction. In some instances, the selected vendors will be doing supervision of provided or approved designs and their implementation/Construction Quality Control (CQC). The Contractors will not be responsible for the installation of any work but rather will provide oversight to the construction contractors and to municipal staff.

The Contractors will provide full professional liability for engineering designs, including gross errors and omissions.

The Contractors will perform these services at the direction of the Taqarib Component Team Leader in partnership with an appointed engineer from the selected municipal engineers and provide peer-to-peer learning as part of each service.

Types of small infrastructure activities envisioned include:

- Markets rehabilitation and other economic development activities
- Installation of solar power street lights and park light
- Installation of sports fields – soccer/football field and basketball courts
- Parks and playgrounds
- Road and street repair
- Basic drainage
- Other small-scale construction/rehabilitation priorities

Taqarib/Local Governance and Civil Society Activity anticipates finalizing approximately 15 engineering designs each year for activities with individual construction rehabilitation costs between $15,000-$50,000 USD. Design packages for third-party reviews will be sent to the respective contractor for each Task Order, and the contractor is expected to finalize review and return comments to DAI within 10-12 business days of receiving the documentation. Collectively, contractors will be required to provide some or all the following services under different Task Orders which will be issued under the Indefinite Quantity Contract:

1. **Review and Evaluate Completed Construction Designs from Municipalities**

DAI is developing a separate mechanism to issue design task orders for qualified Libyan A&E firms to draft and complete small infrastructure design packages ready for tendering. The Taqarib project will work with the municipal engineering staff from each municipality in the initial design and engineers drawing, etc. Prior to the tendering for construction phase, the Contractor will review the completed construction designs provided by the municipalities (in English), specifically:

   o Review all major design milestones, including:
     o feasibility study/ preliminary design, including alternative analysis, site surveys, engineering calculations, etc.
     o detailed design, including: engineering drawings, specifications and Bill of Quantities,
2. Develop Final Engineering Design for Construction Work for Different Municipalities

Some of the municipalities lack technical skills and for that reason the Taqarib project will need assistance in developing the designs from the Contractor. The design packages will be in English and will be under international engineering standards suitable for immediate construction and rehabilitation. In addition to the concepts in No. 1, the Contractor shall:

- Carry out sufficient meetings, site visits and gather data from the municipality,
- Conduct assessments and testing of site as applicable,
- Produce final site layout with detailed design drawings and design calculations,
- Develop the Technical Specifications required. The Specifications shall include Inspection and Test Plan in accordance to the appropriate Design Codes and Standards,
- Prepare the detailed Bill of Quantities and Cost Estimates with an accuracy of +/− 10%,
- Develop a detailed Construction Program and the Associated S-Curve using an appropriate software. MS Project or Primavera are acceptable software for use. A simple Excel is not acceptable. The Program shall clearly show preceding and succeeding activities, the float in each activity, if any, and the Critical Path of the Project.

3. Conduct Construction Quality Control

- Provide construction quality control for all the works indicated in the bid documents during all the implementation phases of the project, ensuring that all tasks are carried out properly.
- As needed, provide an additional layer of oversight through spot QA/QC site visits to select construction sites, including, verification of progress and quality of completed works;
o Approve the customized construction quality control plan provided by the construction contractor.

o Ensure that the implementation process complies with the contractual schedule. If the contractor falls behind schedule, identify actions required to complete the work on time.

o Receive and respond to the construction contractor’s Requests for Information (RFI), provide additional design input and/or clarification where required.

o Ensure that all security, health, safety, and environmental regulations as per OSHA and other international standards are respected during the implementation phase.

o Verify that the invoices claimed by the contractor are in accordance with the initial bill of quantities, budget, and implemented works.

o Assist LGCS in regard to determining extensions of time, if needed.

o Assist respective municipality and LGCS in the Substantial Taking Over procedure after completion of all works as well as in the Final Taking Over procedure (one year after the Substantial Taking Over).

o Establish suitable procedures for the notification and rectification of defects during the defect liability period and for the final inspection of the project (one year after the Substantial Taking Over).

o Remain available and intervene, at no additional cost, during the defect liability period (one year after the Substantial Taking Over) until the Final Taking Over.

o Provide weekly construction updates. The update is to include a description of activities carried out during the current week, potential challenges and the next week’s plan. The update is to be supported with any necessary evidence (photos, official letters, certificates, etc.).

o Review the construction contractors’ monthly progress reports and produce a detailed monthly progress report issued to LGCS throughout the period of supervising the works.

o Comment on any written notices, applications, claims, statements, and estimates to be sent to LGCS by the construction contractor.

o Inspect/validate and approve Substantial Completion and Final Completion reports of each construction site.

o Inspect materials, goods and supplies to ensure they are in compliant with design.

4. Other Responsibilities

o During the construction bid phase: attend pre-bid meetings, and assist in responding to bidders’ questions, evaluating construction contractor offers, and requesting clarifications from bidders, if requested.

o Coordinate with the LGCS field engineers in all meetings.

o Contractor will report to Objective 1 Team Leader

Staffing
To accomplish this SOW, the Contractor will need to provide Technical and Support personnel fluent in Arabic/English and familiar with construction in Libya.
9.2 **Attachment B: Proposal Cover Letter**

[On Firm’s Letterhead]

<Insert date>

TO:  

Click here to enter text.

DAI Global, LLC

We, the undersigned, provide the attached proposal in accordance with **RFP**-Click here to enter text. 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.  

Email: Click here to enter text.  

Company Seal/Stamp:
9.3 **Attachment C: Price Proposal Instructions**

The Offeror is asked to provide a price proposal for the IQC outlined above. The Offeror shall furnish personnel with the necessary education, training and/or relevant experience as specified in the task orders to be issued under this contract.

The price proposal should comprise **burdened** daily rates for various labor categories only the Offeror will employ throughout the performance of this contract as identified in Table 2 below. The burdened daily rate should include salary or consulting fee of the individual providing the services, payroll costs (fringe benefits, social costs, etc.), indirect costs applicable to labor, and profit or fee, if any. Fixed daily rates must include consideration of the contractor's established personnel policies and procedures, except what is covered as Other Direct Costs. **The daily rates set forth below shall be fixed for any and all task orders issued under this IQC.**

As such, Offerors should include any expected escalation for each successive year as appropriate. Travel and Transportation and Other Direct Costs will only be provided at the Task Order proposal stage. Offerors shall use the format provided below with reference to the subsequent Labor Category Definitions in their submissions.

**Table 2: Labor Category Rates in (USD)**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Level</th>
<th>Burdened Daily Rate Year 1</th>
<th>Burdened Daily Rate Year 2</th>
<th>Burdened Daily Rate Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Civil Engineer</td>
<td>Senior</td>
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<tr>
<td>Mid-Level Civil Engineer</td>
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<tr>
<td>Construction Inspector</td>
<td>Mid</td>
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<tr>
<td>Senior Mechanical Engineer</td>
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<tr>
<td>Mid-Level Mechanical Engineer</td>
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<tr>
<td>Senior Electrical Engineer</td>
<td>Senior</td>
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<tr>
<td>Mid-Level Electrical Engineer</td>
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<tr>
<td>Surveyor</td>
<td>Junior</td>
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<tr>
<td>GIS Technician</td>
<td>Junior</td>
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<tr>
<td>Senior Design Engineer</td>
<td>Senior</td>
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<tr>
<td>Mid-Level Design Engineer</td>
<td>Mid</td>
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<td></td>
</tr>
<tr>
<td>Computer Aided Design (CAD) Technician</td>
<td>Junior</td>
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</tbody>
</table>

Engineering work accomplished will be performed in accordance with the laws and rules of the State Board of Registration for Professional Engineers and Land Surveyors within Libya.

To perform the scope of work set forth in Attachment A, the Offeror must provide personnel that meet the following minimum education and experience requirements.
Definition of Labor Categories

**Senior Civil Engineer:** The Senior Civil Engineer will lead an engineering team focused on one or more of the engineering technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 15 years of experience. The Senior Civil Engineer will be responsible for determining the most appropriate methodologies for: engineering support for data collection, feasibility studies, numerical computer modeling, value engineering, independent technical review, contract specifications, cost estimating, construction contract administration and construction inspection services, writing technical publications and reports; presenting project results to internal and external parties; summarizing results for client-oriented publications; providing quality control for all deliverables.

**Mid-level Civil Engineer:** The Mid-level Civil Engineer will be responsible for working independently or as part of an engineering team on one or more of the technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 8 years of experience. S/he may also assist to design and inform the methodology employed to undertake the assignment.

**Construction Inspector:** The Construction Inspector will provide quality assurance/quality control reviews of construction services when required. S/he will oversee and assure the quality field inspection activities related to construction oversight of designated activities and should have a minimum of 5 years of experience.

**Senior Mechanical Engineer:** The Senior Mechanical Engineer will lead an engineering team focused on one or more of the engineering technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 15 years of experience. The Senior Mechanical Engineer will be responsible for determining the most appropriate methodologies for mechanical engineering support for data collection, feasibility studies, numerical computer modeling, performing design analyses, value engineering, independent technical review, contract specifications, cost estimating, construction contract administration and construction inspection services.

**Mid-level Mechanical Engineer:** The Mid-level Mechanical Engineer will be responsible for working independently or as part of an engineering team on one or more of the technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 8 years of experience. S/he will also assist to design and inform the methodology employed to undertake the assignment.

**Senior Electrical Engineer:** The Senior Electrical Engineer will lead an engineering team focused on one or more of the engineering technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 15 years of experience. The Senior Electrical Engineer will be responsible for determining the most appropriate methodologies for: engineering support for data collection, feasibility studies, independent technical review, contract specifications, cost estimating, construction contract administration and construction inspection services, writing technical publications and reports; presenting project results to internal and external parties; summarizing results for client-oriented publications; providing quality control for all deliverables.
**Mid-level Electrical Engineer:** The Mid-level Electrical Engineer will be responsible for working independently or as part of an engineering team on one or more of the technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 8 years of experience. S/he will also assist to design and inform the methodology employed to undertake the assignment. Responsibilities may include conducting independent inspection, design, assisting in conducting site visits, etc.

**Surveyor:** The Surveyor will provide property boundaries and data related to the shape, contour, location, elevation, or dimension of land or features on or near the earth's surface for engineering, mapmaking, land evaluation, construction, and other purposes and shall have at least 3 years of experience.

**GIS Technician:** The GIS Technician will work with related software and programs to create and maintain data and/or maps that can be combined with geographically referenced data. S/he provides quality assurance/quality control over all GIS issued materials and shall have at least 3 years of experience.

**Senior Design Engineer:** The Senior Design Engineer will lead an engineering team focused on one or more of the engineering technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 15 years of experience. The Senior Design Engineer will be responsible for determining the most appropriate methodologies for: numerical computer modeling, preparation of design reports, performing design analyses, preparation of conceptual and contract drawings, providing quality control for all deliverables, etc. The Senior Design Engineer will provide quality professional assurance/quality control reviews of deliverables and recommendations as needed. S/he shall generally oversee and assure quality of the professional field and office architect, civil, structural, geotechnical, environmental, electrical, mechanical engineering work related to the planning, design or construction oversight of designated activities. S/he will produce design drawings, design specifications, or technical analyses and other planning, design or construction oversight activities. S/he will also provide an initial layer for quality assurance/quality control reviews of issued drawings.

**Mid-level Design Engineer:** The Mid-level Design Engineer will be responsible for working independently or as part of a design team on one or more of the technical areas listed under “Services Required” section of the Statement of Work in Attachment A. S/he should be a subject matter expert with significant knowledge and experience associated with the technical area(s) with a minimum of 8 years of experience. S/he will also assist to design and inform the methodology employed to undertake the assignment. The Mid-level Design Engineer will be responsible for managing and/or producing design specifications, design drawings, professional engineering analyses, and other planning, design or construction oversight activities.

**CAD Technician:** The CAD technical shall be responsible to support the engineering support team with Computer aided design for all project reports and documents. The position shall have a minimum of 3 years of experience.
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Level</th>
<th>Minimum Education Required</th>
<th>Minimum Experience Required after Degree/Diploma</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Engineer</td>
<td>Senior</td>
<td>Bachelor's Degree (Engineering)</td>
<td>15 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>Mid</td>
<td>Bachelor's Degree (Engineering)</td>
<td>8 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td>Mid</td>
<td>Bachelor's Degree (Engineering)</td>
<td>5 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td>Senior</td>
<td>Bachelor's Degree (Engineering or subject specific)</td>
<td>15 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td>Mid</td>
<td>Bachelor's Degree (Engineering or subject specific)</td>
<td>8 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>Senior</td>
<td>Bachelor's Degree (Engineering or subject specific)</td>
<td>15 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>Mid</td>
<td>Bachelor's Degree (Engineering or subject specific)</td>
<td>8 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Surveyor</td>
<td>Junior</td>
<td>Bachelor's Degree (Topography)</td>
<td>3 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>Junior</td>
<td>Bachelor's Degree (Subject specific)</td>
<td>3 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>Senior</td>
<td>Bachelor's Degree (Engineering)</td>
<td>15 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>Mid</td>
<td>Bachelor's Degree (Engineering)</td>
<td>8 years professional experience and professional registration/license</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>Junior</td>
<td>Bachelor's Degree (Subject specific)</td>
<td>3 years professional experience and professional registration/license</td>
</tr>
</tbody>
</table>
Note: There is a Mandatory Requirement for your Organization to Provide a DUNS number to DAI

I. SUBCONTRACTS/PURCHASE ORDERS: 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 prior 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 prior 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/contractor/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 emails 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. Contractors/grantees who already have a DUNS number may verify/update their DUNS records.

4. Potential DAI contractors/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 non-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](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 contractors 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.
9.5 Attachment E: Self Certification for Exemption from DUNS Requirement for Contractors and Vendors

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 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 contractor/vendor may be subject to penalties, if s/he misrepresents the contractor/vendor in any of the representations or certifications to DAI and/or the US Government.

The sub-contractor/vendor agrees to allow DAI 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.
### 9.6 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 five years may be taken into consideration at the discretion of the evaluation committee.

<table>
<thead>
<tr>
<th>#</th>
<th>Project Title</th>
<th>Description of Activities</th>
<th>Location Province/District</th>
<th>Client Name/Tel No</th>
<th>Cost in US$</th>
<th>Start-End Dates</th>
<th>Completed on schedule (Yes/No)</th>
<th>Completion Letter Received? (Yes/No)</th>
<th>Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)</th>
</tr>
</thead>
<tbody>
<tr>
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## 9.7 Attachment G: Representations and Certifications of Compliance

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Federal Excluded Parties List</strong> - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Executive Compensation Certification</strong> - 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 contractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Executive Order on Terrorism Financing</strong> - 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 <a href="http://www.SAM.gov">www.SAM.gov</a>) or the United Nations Security Designation List (online at: <a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>). This provision must be included in all subcontracts/sub awards issued under this Contract.</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Trafficking of Persons</strong> – 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.</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</strong> – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Organizational Conflict of Interest</strong> – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that it 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 DAI with a disclosure statement describing this information.</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Prohibition of Segregated Facilities</strong> - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Equal Opportunity</strong> – 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.</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Labor Laws</strong> – The Bidder certifies that it is in compliance with all labor laws.</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Federal Acquisition Regulation (FAR)</strong> – 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, affirmative action, and payments to influence Federal transactions.</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Employee Compliance</strong> – 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.</td>
</tr>
</tbody>
</table>

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.
Offeror:

Have you?

☐ Submitted your proposal to DAI in a sealed envelope to the address (electronic or mailing) as specified in General Instructions above?

Does your proposal include the following?

☐ Signed Cover Letter *(use template in Attachment B)*

☐ Separate Technical and Price proposals in separate email.

☐ Proposal of the Service that meets the technical requirements as per Attachment A

☐ Response to each of the evaluation criteria

☐ Documents use to determine Responsibility

☐ Evidence of a DUNS Number OR Self Certification for Exemption from DUNS Requirement

☐ Past Performance *(use template in Attachment F)*
The final contract will include, but is not limited to, the following provisions. All bidders are encouraged to take these factors into account in their technical and price proposals:

**A. INSURANCE**

1. The Contractor shall purchase and maintain throughout the course of the Work and period of performance of this contract agreement, such insurance as will protect the Contractor, Client, and DAI from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Contractors, 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 negligent actions of the Contractor 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. The Contractor will provide DAI with satisfactory evidence of compliance with this requirement. The following are the required types of coverage and minimum amounts for each:

   **Commercial General Liability.** Throughout the period when work is performed and until final acceptance by DAI, Contractor shall carry and maintain, and ensure that all contracts carry and maintain, Commercial General Liability insurance with available limits of not less than One Million Dollars ($1,000,000) per occurrence, for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under this Article herein). Such insurance shall not be maintained on a per project basis unless the respective Contractor, or Contractors, does not maintain blanket coverage.

   **Automobile Liability.** If licensed vehicles will be used in connection with the performance of the Work, Contractor shall carry and maintain, and ensure that any Subcontractor who uses a licensed vehicle in connection with the performance of the Work carries and maintains, throughout the period when Work is performed and until final acceptance by DAI, carry and maintain, and ensure that all Subcontractors carry and maintain, with available limits of liability of not less than One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

   **Workers’ Compensation.** Contractor 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, insurance in accordance with the applicable laws relating to Workers’ compensation covering all their respective employees.

2. **Proof of Insurance.**

   Prior to the commencement of the Work, Contractor shall provide for DAI’s review evidence of Insurance reflecting full compliance with the requirements set forth in this Article, 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 DAI, and shall, based on Contractor’s best efforts, provide for thirty (30) days advance written notice to DAI in the event of cancellation. Failure of Contractor or any Subcontractors to furnish Proof of Insurance, or to procure and maintain the insurance required herein, or failure of DAI to request such proof of coverage shall not constitute a waiver of the respective Contractors obligations hereunder.

**B. INDEMNIFICATION**
1. The Contractor shall defend, indemnify, and hold harmless the Client, DAI, and DAI’s 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 Contractor, its agents, officers and directors, 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 Contractor agrees to flow down the substance of this clause to all applicable consultants and contractors. Likewise, DAI shall defend, indemnify, and hold harmless the Contractor and its 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 agents, officers and directors, employees, contractors, 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. This clause shall apply to the damage, destruction or loss of personal property and any personal injuries that may be incurred throughout the performance of this agreement.

2. The Contractor further agrees that if DAI should incur any legal cost whatsoever resulting from the lack of the insurance coverage identified in Article A, “Insurance”, Insurance on the part of the Contractor, while engaged in the Work as identified in this agreement, the Contractor will indemnify, and hold harmless DAI and the Client from any such costs which the Contractor may legally be required to pay.

3. Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than DAI and the Contractor.

C. WARRANTY
The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and services furnished by the Contractor under this Agreement. Contractor warrants that all goods and services (to include any recommendations made or reports submitted) provided under this contract agreement shall be suitable for the intended purpose and in conformance with any and all technical requirements and standards of quality and performance required by the contract or by applicable law. Any goods or deliverables required under this contract agreement shall be in the format specified by DAI and shall be subject to acceptance by DAI.

D. AUDIT
The Contractor shall comply with the requirements of FAR 52.215-2 “Audit and Records– Negotiation” (January 2004) and 52.216-7 “Allowable Cost and Payment” (December 2002) as it pertains to the Government. The Contractor agrees to provide Government personnel access to its offices and facilities, maintain its books and records, documents, computerized records, projections, and other supporting data in accordance with either United States Generally Accepted Accounting Practices (GAAP) or International Accounting Standards (IAS), as applicable, which properly reflect all direct and indirect elements of cost of whatever nature, whether incurred, or anticipated to be incurred, for the performance of any work, or anticipated work, under this Agreement. Such records shall be made available for inspection, audit, reproduction, and retention by any authorized representative of the Government as deemed necessary. In addition, the Government may have such an audit performed at any time within three (3) years following the completion or termination of the Work specified herein.