

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## REQUEST FOR QUOTATIONS

Commodity/Service Required:	Sahan Seafood Cold Storage Warehouse
Type of Procurement:	Construction
Type of Contract:	Firm Fixed Price
Submit Proposal to:	solicitations@sogeel.org
Date of Issue of RFP:	<b>March 1, 2018</b>
Date Questions from Supplier Due:	<b>March 6, 2018</b>
Date Proposal Due:	<b>March 11, 2018</b>
Approximate Date Purchase Order Issued to Successful Bidder(s):	<b>March 15, 2018</b>

<b>Method of Submittal:</b>	
Email proposal to <a href="mailto:solicitations@sogeel.org">solicitations@sogeel.org</a>	
Respond via e-mail with attached document in MS Word / pdf format. The Bidder/Seller agrees to hold the prices in its offer firm for 90 <b>days</b> from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP/RFQ.	
Solicitation Number:	

### Attachments to RFP:

All PO Terms and Conditions are listed on our website at forth at: <http://www.rti.org/POterms>, [http://www.rti.org/files/PO\\_FAR\\_Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf) or for commercial items: [http://www.rti.org/files/PO\\_FAR\\_Clauses\\_Commercial\\_Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf) (hereinafter the “Terms”). Supplier’s delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier’s agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

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# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## 1. Introduction

### 1.1 Project Background:

Growth, Enterprise, Employment & Livelihoods (GEEL) is a 5-year United States Agency for International Development (USAID) -funded development project designed to promote and facilitate economic growth. Based in Mogadishu, Somalia, the project works in all Somali regions and is currently focusing on the agricultural sector, fisheries and renewable energy. It will also seek to strengthen the business environment through improving access to finance, policy and regulation, and business development services. Focus is given to increase the participation of women and youth in the economy as entrepreneurs, employers, and employees.

In the fisheries sector, GEEL has started to work with local cooperatives to increase production volumes, yields, quality, packaging and transportation through a combination of technical assistance, training, investment facilitation and grant funding.

### 1.2 Activity Background:

Somalia has the longest coastline, 3,300 KM, in all of Africa and is the home to some of the richest fishing grounds in the region. However, with the years of civil conflict, Somalia's fisheries industry has remained largely underdeveloped and only has an average annual GDP of 1%. Fishing continues to remain mainly on a small-scale level, and fishermen utilize simple nets and poorly made boats. As a result, the fisheries industry has remained primarily coastal and does not tap into the full potential of Somalia's waters.

In order to grow Somalia's fisheries industry, there is a need for key equipment, such as deep-water fishing boats, and post-harvest infrastructure. With the improved infrastructure and trainings on quality, there is great potential for growth and job creation in the fisheries industry.

Hobyo is an ancient port city in Galmudug state in the north-central Mudug region of Somalia along the coastline. Hobyo serves as the main port of Galmudug State.

GEEL is seeking contractors to build a Cold Storage Warehouse.

To promote local ownership and businesses, the procurement of these services will be sought from companies in Hobyo and Galmudug State. These companies will be legally registered and capable of providing the services along with the required bonds and insurance. The GEEL Engineers will ensure quality control and provide overall mentorship to the local firm(s).

This activity is included in GEEL's year 3 work plan and contributes to one of our contractual deliverables:

- Create 200 new jobs through the installation of fish cold storage and processing.
- \$500,000 of new investments by Sahan Seafood and related services including fisherfolks
- Increase fish production and sales by 25% as result of improved management practices and improved cold storage

Also, SSF2 have committed to \$1.1M of new private sector investments in Hobyo as result of GEEL's investments.

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## 1.3 Purpose of the RFQ:

This Request for Quotation (RFQ) intends to identify Contractors that will carry out the construction of a cold chain storage warehouse for Sahan Seafood Company, which are partnering with GEEL, in Mogadishu. The GEEL project invites contractors to submit technical and financial proposals for this work. GEEL encourages participants to review the technical proposal carefully, especially the: a) Methodology and Work Schedule, b) List of Equipment and Materials Sourcing; c) Key Personnel and Subcontractors and d) Anticipated Use of Local Labor as the scope to be accomplished under this agreement has increased. It is recommended that the subcontractors prepare their technical proposal to match the exact scope.

## 1.4 Type of Contract:

An award resulting from this RFP will be a Firm Fixed Price Contract. A Firm Fixed Price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties.

## 1.5 Objective

The activity will contribute to increased investment, production, employment and exports as per GEEL's Activity Monitoring and Evaluation Plan through the following:

- Enhance competitiveness in fisheries sector leading to new investments and jobs including new sales of fisheries exports;
- Improve the productivity and profitability of fisheries
- Introduce new techniques leading to greater incomes and increased production

GEEL also will provide trainings for fish handling, HCCP, Operators and link the fishermen to markets in Local and International.

## 1.6 Construction Implementation

- Construction implementation in line with the submitted work schedule
- Work closely with GEEL engineers and attend progress review meetings during the course of the project
- Maintain available at site the following documentation:
  - Site logbook
  - Visitor logbook
  - Safety and health plan
  - Quality control plan
  - Site Diary
- Ensure that appropriate safety measures are taken on site to minimize the risk of accident to the workers and public.

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## 1.7 Timeline for Completion of the Project

A contractual timeline will be part of this agreement signed with the successful bidder. We anticipate that this project will be completed in approximately 4 months.

## 1.8 Price

The Cost Proposal shall be submitted in conformity with Annex 1 of this RFQ. The unit prices shall be fully burdened with all materials, labor, supervision, quality assurance, transport, security, overhead, profit/fee, risk, and all other incidentals necessary for the completion of the work.

- Project cost will be fixed price in USD
- Cost proposals will be evaluated based on reasonableness and practicality for the nature of the proposed work and prevailing regional market rates for cold chain equipment.

## 2. Scope of Work

GEEL will require the local firm to provide: a) Methodology and Work Schedule, b) List of Equipment and Materials Sourcing; c) Key Personnel and Subcontractors and d) Use of Local Labor to accomplish the scope. The tasks include:

- Construct cold storage warehouse

### 2.1 Deliverables During Construction

Description	Quantity	Delivery Date	Deliver To
Work Schedule	1	3 days after award	GEEL Infrastructure Engineer and Deputy Chief of Party
Pre-Construction Site Review	1	Upon award	GEEL Infrastructure Engineer and Deputy Chief of Party
Bi-Weekly Progress Report and photographs		By Sunday every second week of project implementation	GEEL Infrastructure Engineer and Deputy Chief of Party
Updates to Work Schedule	1	By Sunday of every second week of project implementation if needed	GEEL Infrastructure Engineer and Deputy Chief of Party
Final Report	1	Upon completion of the work.	GEEL Infrastructure Engineer and Deputy Chief of Party

### 2.2 Contract Administration

Technical Direction: Performance of the work here under shall be subject to the technical direction of the site Engineer/ GEEL Infrastructure Engineer. Contractors will be informed of a designee to GEEL Infrastructure Engineer by writing only.

### 2.3 Special Contract Requirements

#### 2.3.1. Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and

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support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offeror to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts and agreements issued under this Agreement.

### 2.3.2. Place of Performance

Location: Hobyo, Galmudug State

GPS Coordinate for the facility are: N5 21' 0.396" , E48 31' 22.655"

Remaining locations to be discussed with contractor upon award.

### 2.3.3. Environmental Monitoring Report

In accordance with USAID Environmental Procedures, the GEEL project has generated the appropriate environmental management documentation for the Fish Vendor Cold Storage activity. The environmental management approach requires that the contractor will implement mitigation measures that are described in the subproject-specific Environmental Mitigation and Monitoring Plan (EMMP) provided below. Costs associated with the implementation of the mitigation measures are the responsibility of the construction contractor and should be included in their cost proposal.

During project implementation, the construction contractor will be contractually obligated to fully implement the following environmental mitigation measures listed in the EMMP and the GEEL Infrastructure Engineer will monitor the construction contractor to ensure that the measures are implemented effectively.

Mitigation Action	Responsible Party	Monitoring/Verification Method	Monitoring Record (date, result, corrective actions taken, if any)
Coordinate construction and installation schedule with beneficiaries and obtain approval of site owner for appropriate staging areas for equipment and materials during installation activities	Contractor	GEEL monitoring	
Utilize appropriate personal protection equipment and safety equipment to ensure worker and public safety is maintained during installation activities	Contractor	GEEL monitoring	
Collect construction waste and packaging materials associated with installation equipment into appropriate	Contractor	GEEL monitoring	

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receptacles and dispose at municipally approved disposal location at the end of each work day			
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### 2.3.4. Performance Bond

Offeror shall be asked to provide a performance bond of 10% of the contract amount sufficient to guarantee successful completion of the work required at time of award.

### 2.3.5. Builder's Risk Insurance

Offeror shall provide recommended builder's risk coverage sufficient to guarantee adequate monetary liquidity during performance.

### 2.3.6. Compliance with USAID Disability Policy

The contractor shall comply to the extent practicable and within the scope of the contract, with the Government of Somaliland policy for Accessibility for the Disabled, or in absence of this, the intent of USAID's policy on standards for Accessibility for the Disabled in USAID- financed construction.

## 2.4 Contract Clauses

Pursuant to Federal Acquisition Regulations (FAR) 52.252-2 "Contract Clauses Incorporated by Reference" (FEB 1998), this Order incorporated the following FAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracts Administrator will make their full text available.



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**Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to [ethics@rti.org](mailto:ethics@rti.org). You may report a suspected violation anonymously.

1. Consistent with the September 10, 2009, memorandum from the Department of State (State) to the Department of Treasury's OFAC, and with the September 16, 2009, memorandum from OFAC to State, both relating to State/USAID Somalia Programs, the subcontractor agrees that it and/or its implementing partners (including contractors, grantees, sub-contractors, and sub-grantees) will not knowingly and voluntarily make payments or provide any other benefits to al Shabaab or to entities controlled by al Shabaab, or to individuals' acting on behalf of al Shabaab (collectively, "excluded parties"). Such prohibited payments or other benefits would include:
  - a) Cash facilitation fees or other similar fees at roadblocks, ports, warehouses, airfields or other transit points to excluded parties;
  - b) Purchases or procurement of goods or services from excluded parties; and
  - c) Payments to excluded parties as the de facto municipal authority.
2. The Subcontractor or its implementing partners agree to exercise enhanced due diligence when providing assistance to Somalia under this award to avoid the accidental, unintentional, or incidental provision of such payments or benefits to excluded parties.
3. In the event that the contractor or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) becomes aware that it made a payment or provided a benefit to excluded parties, the contractor shall, within ten days after becoming aware of such payment or provision of benefit, notify the Contracting Officer in writing, with a copy to the COR, of such payment or provision of benefit. This notification shall include the following information:
  - a) Factual description of each such event;
  - b) Amount of funds expended or other benefit provided for each such event;
  - c) Safeguards and procedures, including management and oversight systems, that were in place to help avoid the occurrence of such event; and
  - d) Explanation of the reasons for each such payment or each such benefit provided, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally, or forced.

### NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.223-6	Drug-Free Workplace	MAY 2001
52.228-4	Workers' Compensation and War-Hazard Insurance	APR 1984
52.228-7	Insurance - Liability to Third Persons	MAR 1996

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52.232-5	Payment Under FP Construction Contracts	MAY 2014
52.233-1	Disputes	MAY 2014
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-13	Accident Prevention	Nov 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Constructions	FEB 1997
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed-Price	AUG 1987
52.246-2	Inspection of Supplies-Fixed Price	AUG 1996
52.246-4	Inspection of Services-Fixed Price	AUG 1996
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Also, the full text of a clause may be accessed electronically at the following Internet addresses:

<http://www/ARNet/gov/far/>  
<http://farsite.hill.af.mil/vffari.htm>  
<http://www.gsa.gov/far/current/html/toc.html>

This subcontract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Subcontracts Administrator will make the full text available.

### USAID Acquisition Regulations (48 CFR Chapter 7) Clauses

752.202-1	AID Definitions Clauses – General Supplements of Use in all AID Contracts (JAN 1990) (ALT 70)
752.211-70	Language and Measurement (JUN 1992)
752.7009	Marking (January 1993)
752.7006	Notices (APR 1984)
752.7025	Approvals (APR 1984)

## 2.5 Delivery and Storage of Materials

The Contractor shall be responsible for all materials transport, storage, and providing any necessary security containers, and fencing and protection from the weather. At the end of the project, the Contractor shall remove all debris created by construction activities. The Contractor is responsible to control all theft and unauthorized use of materials and equipment on site

## 2.6 Cleanup

The Contractor shall keep the work site clean and neat at all times, removing all debris and refuse promptly at the end of each day from the site. At the end of the project work, the Contractor shall clean

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up the site to the satisfaction.

## 3. Instruction to Offerors

Each offeror must (1) fill the Template for Bid Preparation (Annex 2), (2) submit the following:

1. Technical Proposal indicating specific approach and Work Plan / timetable to achieve the results of the project;
2. Detailed Cost/Price Submission. Details found in BOQ (Annex 1)

The completion and submission to GEEL of the above items will constitute an offer (proposal) and will indicate the Offeror's unconditional assent to the terms and conditions in this RFQ and in any attachments hereto. GEEL may award a purchase order/contract without discussions. However, GEEL reserves the right to conduct discussions and to permit offerors' to revise their proposals.

Each offeror must electronically submit one email with the technical proposal and cost proposal. Technical and Cost Proposal files must be named "TECHNICAL PROPOSAL – OFFEROR NAME" and "COST PROPOSAL – OFFEROR NAME." Proposals must be in Microsoft Word and Excel, and formulas must be shown in the excel file.

### 3.1 Other Information:

**Cost/Price Information.** Offerors must complete the unit price and total amount against each line item in the Guiding Bills of Quantities - Annex 1 referred to in Section C.

**Audited Financial Statements.** The offeror must submit a copy of its most recent independent auditor's report with its proposal. GEEL reserves the right to require offerors to submit any other information in order to adequately support the Offeror's proposed costs.

1. **Written Capability Information.** Each offeror must provide written capability information that demonstrates their ability to meet or exceed the requirements outlined in Section C herein.
2. **Personnel.** The Offeror must propose a project manager that will be responsible for overall project management. Each Offeror must provide, as part of their proposal, a detailed resume that demonstrates that Offeror's Key Personnel's ability to perform the duties outlined in the statement of work and in accordance with the evaluation factors found herein. GEEL will evaluate the resume to determine the individual's knowledge, skills and abilities in the areas listed herein. The person or persons proposed as key personnel must confirm by signature his/her present intention to serve in the stated position and their present availability to serve for the term of the proposed subcontract.
3. **Past Performance References.** Offerors must include descriptions of at least three (3) relevant projects over the last three (3) years. These references must include the project name; a one-paragraph description of the assignment; the client's name; telephone number, and e-mail address; the period and place of performance; and the total contract value.
4. **Health Safety and Environment Requirement:** All Offerors should provide appropriate

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supporting documentation regarding HSE policy and objectives and standards to promote safe work procedures.

5. This Request for Proposals does not obligate the GEEL Project to execute a subcontract or purchase order, nor does it commit GEEL to pay any costs incurred in the preparation and submission of proposals. Furthermore, GEEL reserves the right to reject any and all offers, if such action is considered to be in our best interests

## 3.2 Drawings and Bill of Quantity

The works are detailed on the drawings and read together with BOQ (Bill of Quantity) as submitted to the contractor. Figures and dimensions only shall be followed. No dimensions shall be scaled from drawings. Clarifications must be obtained from the GEEL infrastructure Engineer and Deputy Chief of Party or designee in case of any ambiguities.

## 4. Minimum Standards

### 4.1 General

#### 4.1.1 Quality of Materials & Technical Specifications

The GEEL Engineer and GEEL Technical Specialist shall check and approve the quality of all materials delivered to site. Materials must meet the minimum requirements and will not be recycled, previously used or repaired. Any material that does not meet the minimum standards shall be rejected. Such materials shall be removed from site and replaced at the Contractors expense with materials of the required quality.

#### 4.1.2 Quantity of Materials

The GEEL Site Engineer shall check that the required quantity of materials has been delivered to site and used in the works. The Engineer will not certify payment for any materials specified in the contract but not used in the works, for whatever reason.

#### 4.1.3 Quality of Workmanship

The GEEL Engineer and GEEL Technical Specialist shall be responsible for checking that the quality of workmanship by the contractor is of an acceptable standard according to this Specification. The GEEL Supervisor Engineer will reject any work that has not been executed to the required standard. The Contractor shall redo any rejected works at his own expense and with no time delays to the overall scheme.

### 4.2 Building and Structures

#### 4.2.1 Excavations

Excavations shall be clean and free of water. All excavations will be inspected by the Site Engineer before work proceeds. The Contractor shall give the GEEL Supervisor Engineer 3 days' notice of the inspection date.

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Excavations are dangerous and liable to collapse, particularly in wet weather or waterlogged ground. The Contractor shall take all necessary precautions to ensure that all excavations are properly protected to prevent accidental or unauthorized entry. Excavations deeper than 1.2m deep shall not be entered unless they are shored up with wooden or other temporary bracing.

1. Excavate for all walls, piers and other foundations to the depths, widths and inclinations shown on the drawings or to such other depths as may be direct by the Engineer or his representative and deposit sufficient soil for all refilling of trenches as may be necessary or demanded, removing any surplus.
2. No work shall be backfilled until approval has been obtained from the Engineer or his representative. The earth shall then be brought back from the place where it was temporarily deposited and the trenches or the excavations shall be filled up to the height of the original surface with earth in layers of not more than 25 cms, in thickness. Each layer shall be well watered and rammed and consolidated as may be required, all to the directions and satisfaction of the Engineer or his representative.
3. Provide all materials and labor for making good all settlement and keeping in repair the surface of any road, footway or areas upon the site during the whole period of the Works are in his hand, and for a period six months after the completion of such works, and in case he neglects or refuses to make good and settlements in any trench, or other area whether public or private, Site Engineer may have such works or necessary repairs carried out by other persons and the expenses thereof shall be paid by the Contractor, or deducted from any money that may be due to him or shall be paid by the sureties.
4. Remove all building debris and clear the whole of the site on completion, to the satisfaction of the Engineer or his representative.
5. No sand or any other materials found or excavated on the site may be used in the work unless written permission has been obtained from the GEEL Infrastructure Engineer if it is agreed to make use of any such materials for back filling around foundation, the material must be clear of rock and rubbish. The total price to be paid shall be agreed upon and the value deducted from sums due to the Contractor.
6. A. The filling under floors, where shown in the drawings shall be clean desert or drift sand, deposited in layer not exceeding 15 cms. In depth, each layer being well rammed and watered.  
B. Hard Core Filling: Hard core is to be formed or clean, hard broken stone that will pass in all directions through a 100-mm. dia. ring. Only sufficient sand is to be mixed with the hard core as will completely fill the interstices and aid in the work of consolidation. Hard core is to be well packed, rammed and, where possible rolled with a heavy roller.

### 4.2.2 Backfilling

Backfilling shall be made in max 20 cm layers by using proper compactor. The soil shall be watered to provide moisture to get higher compaction rate. Desirable compaction is 95%.

The backfill material should be well graded with fine and aggregate. The max size of the aggregate /stone should be less than 50 mm.

The Site Supervisor Engineer shall check and approve the compaction before the commencement of the

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works.

### 4.2.3 Sand

Sand shall be clean and free from contaminants such as oil, silt, soil, wood, metal or vegetable matter (preferable clean river sand). Very fine or smooth sand shall not be used. The GEEL Infrastructure Engineer and the Site Engineer shall check and approve the quality before the commencement of the works. Coarse Sand (used for concrete) shall have a maximum size of 5mm. Medium Sand (used for masonry mortar and plaster) shall have a maximum size of 2mm.

Shall be natural sand or crushed gravel or stone clean sharp, coarse grift, pit or river sand free from silt, dust, clay, salt or any other matter, shall pass a 3/16" (4.7 mm) squire mesh and shall be the best reasonably obtainable for the work. All sand shall be washed and sieved as often as is required to make it conform to this specification

### 4.2.4 Aggregate

Shall be natural gravel, stone or other approved materials hard strong and durable, non-porous free from adherent coating or other harmful matter and shall pass or be crushed to pass the meshes specified in the concrete mixes and be well graded by sieving and combination where necessary.

Aggregate used for concrete shall be angular crushed rock varying in size from 5mm to 20mm for Grade 1 Concrete and 5mm to 60mm for Grade 2 Concrete. It shall be clean and free from contaminants such as oil, silt, soil, wood, metal or vegetable matter.

### 4.2.5 Cement Mortar

Cement shall be delivered in sealed bags to the site. It shall be kept clean and dry until usage. Partially used bags of cement shall be stored in a dry place until required. Any partially used bags that have become damp shall be rejected.

Cement mortar for blockwork, masonry, rendering, tiling, screening, pitching and jointing shall consist of Ordinary Portland Cement and natural sand mixed by hand or an approved mechanical mixer in the proportions by volume of one-part cement to four parts sand. The cement and sand shall first be mixed dry until the cement color can no longer be distinguished from the sand in any part of the mass and the whole shall then be uniformly wetted by approved means while undergoing further mixing. The water content shall just be sufficient to ensure a dense mortar of still consistency and adequate workability to permit troweling or floating into place. Mortar shall be prepared and used in such quantities that no more than 20 minutes shall elapse between first wetting and its completed use. Under no circumstance shall any mortar that has stiffened by commencing to set be used. Fresh mortar shall not be mixed with mortar prepared earlier and all batches shall be used entirely separately.

Sand for cement mortar to be used for external renderings and internal plastering with lime and Portland cement shall comply with BS 119. Sand for cement mortar for all other purposes (plain and reinforced brickwork, block-wall, masonry etc.) shall comply with BS 1200. It should be well graded siliceous sand of good, sharp, hard quality. It shall be free from lumps of stone, earth, loam, dust, slat, organic matter and any other deleterious substance.

### 4.2.6 Water

Water used for mixing concrete, mortar, plaster and other construction materials shall be potable, clean and free from organic material, humus, acid, chemicals, salts or other matter that may be harmful to the concrete. If none is available on site, the contractor shall transport suitable water to site

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## 4.2.7 Electricity Works

The process included all the fittings and the network (cables) completed according to the distribution of the fitting in the drawings. All the electrical connections shall be made with quality certified cables of appropriate thickness and in accordance with the best current industry standards.

Cable & Wires: The electrical and control wiring between the evaporator and the condenser Units and to the control panels will be provided with appropriate wires and

Cables Make: DUCAB, Oman/National Cable or any other DEWA/SEWA approved cable.

Control Panel The Electrical control panel should be equipped with digital EWPC 974 microprocessor for temperature control and display, defrost timer control, M.C.B, Contactors, relays, Overload protectors & other necessary safety devices.

Make : TELEMCHANIQUE, France & MERLINGERIN, France

## 4.3 More details

For more details, please refer to the BOQ in Annex 1.

## 5. Evaluation

1. GEEL will award the subcontract to the offeror whose offer represents the best value based on (1) the merits of the offer and (2) the offeror's capability.
2. GEEL will determine the merits of each offer on the basis of: (a) its acceptability and (b) its price reasonableness.
  - a. Acceptability. GEEL will determine the acceptability of each offer on a pass or fail basis. An offer is acceptable when it manifests the Offeror's assent, without exception, to the terms and conditions of the RFQ, including attachments and amendments (if any). GEEL reserves the right to change the terms and conditions of the scope of work at any time prior to the source selection decision.
  - b. Price Reasonableness. GEEL will evaluate the reasonableness of the price of each acceptable offer in relation to the Offeror's relative capability (see Source Selection Decision paragraph below).

### 5.1 Capability of the Offeror

GEEL will assess (evaluate) the capability of each offeror on the basis of the Technical Proposal, including:

1. Technical aspects of the program. The proposals will be judged based on the technical responses to questions outlined in the RFP, including the plan presented to completing the work in a timely manner.
2. Organizational Past Performance. Past performance is a measure of the degree to which an offeror satisfied its clients in the past and complied with laws and regulations. GEEL may contact some of the offeror's clients to ask whether or not they believe (1) that the Offeror was capable, efficient, and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during the performance; and (4) that the Offeror was committed to client satisfaction. In evaluating past performance, GEEL may contact some of the references provided by the



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- Offeror. GEEL will not evaluate an Offeror's organizational past performance on the basis of the personal past performance of the Offeror's key personnel.
3. Organizational Experience. GEEL will evaluate each offeror's experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. GEEL will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, GEEL will consider the extent to which the offeror's key personnel have worked together in the past.
  4. Key Personnel Qualifications/Experience. In evaluating the technical and managerial experience and skills of the proposed personnel, GEEL will consider the breadth of knowledge, education, and experience of the proposed candidate.
  5. Compliance with Instructions. In evaluating an offeror's capability, GEEL will consider how well the offeror complied with the instructions in responding to this RFQ.
  6. Health, Safety and Environment compliance
  7. Cost Reasonableness. GEEL will consider the total cost of the project compared to the deliverables and scope of activities.

### 5.2 Relative Importance of the Evaluation Factors – Best Value Source Selection

The selection will consist of a best value source selection process based on each offeror's capabilities in the area of past performance, key personnel qualifications/experience, organizational experience and cost/price. Under a best value source selection, non-price evaluation factors, when combined are significantly more important than price. An offer must be acceptable in order for the offeror to be eligible for award. GEEL will not award a contract on the basis of an unacceptable offer. Thus, acceptability of the offer is the most important evaluation factor. GEEL considers the offeror's capability to be as important as its price. GEEL will evaluate each offeror on its expertise and knowledge of the services described in the scope of work. GEEL will not select an offeror for award on the basis of superior capability without consideration of the amount of its price. The relative influence that capability and price will have on source selection authority will depend on the marginal differences among the competing offerors.

### 5.3 Source Selection Decision

In order to select the winning offeror, GEEL will rank offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the marginal difference in price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. If more than two proposals are received, the technical evaluation panel will continue to make paired comparisons until s/he decides which offeror represents the best value.

The Evaluation Criteria Weighting is as follows:

Performance Penalty:

Should the offeror not finish the work by 15 days following the end of the contracting period of performance then 0.5 % of the contract amount per day for a maximum of 10 % of the contract amount



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shall be deducted from the final payment until the work is authorized as completed by GEEL.

Schedule	Category	Max Points	Points awarded	Pass/Fail
1	Technical	35		
	Past performance and Reference List	10		
	Number of projects completed through the defect and liability period in the last 5 years	10		
	Experience with projects of similar value to the solicited project	15		
2	Key Personnel	15		
	<b>Project Manager</b>			
	Bachelor Degree in Project Management			
	5 years of experience in construction	5		
	<b>Site Engineer</b>			
	Bachelor Degree in Civil Engineering, Construction, or relevant area			
	7 years of experience in construction	5		
	<b>Foreman</b>			
	Diploma Technical School- Especially Building			
	10 years of experience in construction Field	5		
3	List of Equipment	10		
	Concrete Mixer	2		
	Vibrator	2		
	4x4 Pickup vehicles	2		
	Scaffolding	2		
	Personal Protective Equipment	2		
4	Methodology	10		
	Proposed Work Plan and Schedule of Activities	5		
	Reporting and Recording systems - including environmental monitoring	5		
5	<b>Budget</b>	30		
	Budget proposal for the project	30		
	<b>TOTAL</b>	<b>100</b>		

### 5.4 Mandatory Requirements

- Provide valid registration of Hobyo Regional Administration certificate/license, as evidence that they are authorized to carry out the said work in Galmudug State, Somalia.
- Signed technical submission form and financial proposal.  
Completed, and signed BOQ
- Provide a company profile with list of BODs.
- CVs of all key personnel.

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- Must have a minimum of 3 years of work experience in Hobyo, Galmudug State, Somalia.

### 5.5 More Information

Further instructions to offerors can be found in Annex 4.

#### SECTION I - LIST OF ATTACHMENTS

1. Annex 1. Guiding Bills of Quantities
2. Annex 2. Template for Bid Preparation
3. Annex 3. Site Plan
4. Annex 4. Instructions to Bidders
5. Annex 5. Representatives and Certifications

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## Annex 1 – Bill of Quantities

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## Annex 2 – Template for Bid Preparation

[Offeror: Letterhead]

[Offeror: Insert date]

Mohamed Abdinoor  
Chief of Party  
USAID/GEEL Project

Reference: GEEL Request for Quotation – Procurement of Cold Chain Warehouse for Sahan Seafood Company

Subject: [Offeror: Insert name of your organization]’s Proposal

Dear Mr. Mohamed Abdinoor,

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above referenced request for quotation. For this purpose, we are pleased to provide the information furnished below:

Name of Offeror’s Representative: \_\_\_\_\_

Name of Offeror: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

We confirm that our proposal, including the pricing information will remain valid for 120 calendar days after the proposal deadline.

Sincerely yours,  
Signature

[Offeror: Insert name of your organization's representative]

[Offeror: Insert name of your organization]

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## Annex 3 – Site Plans

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## Annex 4 – Instructions to Bidders

1. **Procurement Narrative Description:** The Buyer (IRG) intends to purchase commodities and/or services identified in Section 2 of the RFQ. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity:** This procurement will be made by **IRG** who has a purchase requirement in support of the Somalia GEEL project.

IRG shall award the initial quantities and/or services and any option quantities (if exercised by IRG) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during IRG’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach IRG’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the IRG Procurement Officer. The Seller’s proposal shall include the following:

- (a) The solicitation number:
- (b) The date and time submitted:
- (c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:
- (d) Validity period of Quote:
- (e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- (f) If IRG informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must provide IRG the correct ECCN and the name of Seller’s representative responsible for Trade Compliance who can confirm the export classification.
- (g) Lead Time Availability of the Commodity/Service.
- (h) Terms of warranty describing what and how the warranties will be serviced.

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- (i) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested.)
  - (j) Payment address or instructions (if different from mailing address)
  - (k) Acknowledgment of solicitation amendments (if any)
  - (l) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)
  - (m) **Special Note:** *The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.*
4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found in Annex 1 – Bill of Quantities. Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.
5. **Questions Concerning the Procurement.** All questions in regards to this RFQ/RFP to be directed to info@sogeel.org
- The cut-off date for questions is *(insert date)*.
- 
6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer's Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Seller.
7. **Documentation:** The following documents will be required for payment for each item:
- (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)
  - (b) Packing List
  - (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)
8. **Payment Terms:** Refer to IRG purchase order terms and conditions found in [www.rti.org/poterm](http://www.rti.org/poterm)s, <http://www.rti.org/POterms>, [http://www.rti.org/files/PO\\_FAR\\_Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf), or [http://www.rti.org/files/PO\\_FAR\\_Clauses\\_Commercial\\_Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf). Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.
9. **Alternative Proposals:** Sellers are permitted to offer "alternatives" should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A Specifications.
10. **Inspection Process:** Each item shall be inspected prior to final acceptance of the item. All significant

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discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.

11. **Evaluation and Award Process:** The IRG Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to IRG, price and other factors considered. The award will be made to the Seller representing the **best value** to the project and to IRG. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. IRG intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, IRG reserves the right to conduct discussions if later determined by the IRG Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

- (a) **PRICE**. Lowest evaluated ceiling price (inclusive of option quantities) .
  - (b) **DELIVERY**. Seller provides the most advantageous delivery schedule.
  - (c) **TECHNICAL**. Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
  - (d) **PAST PERFORMANCE** - Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.
12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.
  13. **Validity of Offer.** This RFP in no way obligates IRG to make an award, nor does it commit IRG to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for 90 days after submission.



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14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer IRG Representations and Certifications for values over \$10,000.
15. **Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to [ethics@rti.org](mailto:ethics@rti.org). You may report a suspected violation anonymously.

Consistent with the September 10, 2009, memorandum from the Department of State (State) to the Department of Treasury's OFAC, and with the September 16, 2009, memorandum from OFAC to State, both relating to State/USAID Somalia Programs, the subcontractor agrees that it and/or its implementing partners (including contractors, grantees, sub-contractors, and sub-grantees) will not knowingly and voluntarily make payments or provide any other benefits to al Shabaab or to entities controlled by al Shabaab, or to individuals' acting on behalf of al Shabaab (collectively, "excluded parties"). Such prohibited payments or other benefits would include:

- Cash facilitation fees or other similar fees at roadblocks, ports, warehouses, airfields or other transit points to excluded parties;
- Purchases or procurement of goods or services from excluded parties; and
- Payments to excluded parties as the de facto municipal authority.

The Subcontractor or its implementing partners agree to exercise enhanced due diligence when providing assistance to Somalia under this award to avoid the accidental, unintentional, or incidental provision of such payments or benefits to excluded parties.

In the event that the contractor or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) becomes aware that it made a payment or provided a benefit to excluded parties, the contractor shall, within ten days after becoming aware of such payment or provision of benefit, notify the Contracting Officer in writing, with a copy to the COR, of such payment or provision of benefit. This notification shall include the following information:

- Factual description of each such event;
- Amount of funds expended or other benefit provided for each such event;
- Safeguards and procedures, including management and oversight systems, that were in place to help avoid the occurrence of such event; and
- Explanation of the reasons for each such payment or each such benefit provided, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally, or forced.

### Acceptance:

Seller agrees, as evidenced by signature below, that the seller's completed and signed solicitation, seller's proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

By: *(Seller Company Name)*

Signature: \_\_\_\_\_

Title:

Date:

# Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

## Annex 5 - Annual Representations, Certifications, and Other Statements of Offerors for International Suppliers for Proposed Subcontracts/Procurements >\$10,000

*To be completed by all companies incorporated outside the US or US possessions and territories with proposed or active procurements.*

<b>Part 1: Identifying Information: All Organizations/Individuals Complete</b>				
Organization/Individual Name:				
Address:				
City:	State:		Zip Code:	
Country:	Telephone No.:		Fax No.:	
Email address:		Company website:		
Please certify your organization type:				
<input type="checkbox"/> Non-United States Citizen, Operating as an Individual				
<input type="checkbox"/> Non-United States Based Non-Profit Organization				
<input type="checkbox"/> Non-United States Based Commercial Organization, Registered for Business in (country)				

  

<b>Part 2: All Organizations Complete</b>				
Use of Government Property				
Complete the following statement(s) as applicable:				
A. The offeror and/or its suppliers <input type="checkbox"/> will, <input type="checkbox"/> will not use government property in performance of work under the proposed contract.				
B. The offeror certifies that to the best of its knowledge this proposed subcontract <input type="checkbox"/> does, <input type="checkbox"/> does not involve the acquisition of Government property, the disposal of which may be restricted by patent or other rights.				
Representations and Certifications Applicable to All Organizations/Individuals. Provide Specific Information Throughout if Required				
52.215-6: Place of Performance (January 2004)				
A. The Offeror, during the performance of any subcontract resulting from this solicitation, <input type="checkbox"/> intends, <input type="checkbox"/> does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.				
B. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:				
<b>Place of Performance</b>		<b>Name and Address of Owner and Operator of the Plant or Facility if other than Offeror</b>		
Address:		Name:		
City:		Address:		
State:	Zip:	City:	State:	Zip:
52.222-50: Combatting Trafficking in Persons (Mar 2015)				
By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-50.				

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### **Part 3: Applicable to All Organizations/ Individuals if Proposed Contract is Fixed Price. Provide Specific Information Throughout if Required**

#### **52.203-2: Certificate of Independent Price Determination (Apr 1985)**

**A. The Offeror certifies that:**

1. The prices contained in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
2. The prices contained in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

**B. Each signature on the offer is considered to be certification by the signatory that the signatory:**

1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signature has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
  - a. Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.  
[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the Offeror organization.]

Name:

Title:

- b. As an authorized agent, does certify that the principals named in paragraph B.2.(a) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
- c. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above.

**C. If the Offeror deletes or modifies paragraph (A) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.**

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### Part 4: Applicable to All Organizations/ Individuals if Proposed Contract is valued >\$150,000. Provide Specific Information Throughout if Required

#### 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

- A. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract;
  2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to RTI; and
  3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### 52.209-5: Certification Regarding Responsibility Matters (October 2015)

- A. The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals-

- a. Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - c. Are ☐, are not ☐, presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.b. of this provision.
  - d. Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(continued next page)

### Part 4: (continued)

#### 52.209-5: Certification Regarding Responsibility Matters (October 2015) (continued)

## Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

<p>(2) <i>Examples.</i></p> <ul style="list-style-type: none"> <li>(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.</li> <li>(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer see tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.</li> <li>(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.</li> <li>(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).</li> </ul>
<p>2. The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.</p>
<p>3. "Principal," for the purpose of this certification, means officer; director; owner; partner; or person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).</p> <p>This certification concerns a matter within the jurisdiction of any agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.</p>
<p>B. The Offeror shall provide immediate written notice to RTI if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.</p>
<p>C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by RTI may render the Offeror non-responsible.</p>
<p>D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p>
<p>E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, RTI, may terminate the subcontract resulting from this solicitation for default.</p>

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### **Part 5: If the Proposed Work Activities Are Performed within the UNITED STATES and its Possessions and Territories, the following is applicable to Organizations.**

**If the Proposed Work Activities Are Performed outside the United States and its Possessions and Territories, the following is only applicable to Organizations that recruit employees within the United States and its Possessions and Territories. Provide Specific Information Throughout if Required**

#### **52.222-21: Prohibition of Segregated Facilities (April 2015)**

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-21.

#### **52.222-22: Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that (1) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (2) It ☐ has, ☐ has not filed all required compliance reports; and (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25: Affirmative Action Compliance (Apr 1984)**

The Offeror represents that (1) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) it ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.222-29: Notification of Visa Denial (April 2015)**

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-29.

#### **52.222-35: Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (October 2015)**

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-35.

#### **52.222-36: Affirmative Action for Workers with Disabilities (July 2014)**

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-36.

### **Part 6: Applicable to Organizations/ Individuals Only if Proposed Contract is >\$25,000 AND Goods will be Purchased for use Inside the United States and its Possessions and Territories. Provide Specific Information Throughout if Required**

#### **52.225-2: Buy American Act Certificate (May 2014)**

A. The offeror certifies that each end product, except those listed in paragraph (B) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies"

B. Foreign End Products: [List as necessary]

Line Item No.	Country of Origin
C. RTI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.	

## Somalia Growth, Enterprise, Employment & Livelihoods (GEEL) Project

### **Part 7: Applicable to Organizations Only if Proposed Contract is >\$500,000 AND the Organization IS NOT Providing a Commercial Item**

#### **52.222-56: Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)**

- A. The Offeror certifies that it ☐ has, ☐ has not
1. implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
  2. After having conducted due diligence, either—
    - a. To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
    - b. If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

### **Part 8: Acknowledgment**

The undersigned offeror certifies that the information contained within this document is true and accurate to the best of its knowledge.

By the execution of this document, the undersigned offeror agrees to provide immediate written notice to RTI if, at any time during the effective period of this document, the undersigned offeror learns that this document was erroneous when submitted or has become erroneous by reason of changed circumstances.

The effective period of this document is one year from the date of execution.

Signature:

Printed Name of Signatory:

Title of Signatory:

Date: