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NEO

New Economic Opportunities Initiative
ახალი ეკონომიკური შესაძლებლობების ინიციატივა

Request for Proposals (RFP)

RFP Number: 010b

Description: RFP for Design & Construction Projects in Dusheti Municipality:

Lot 1: Water Supply System in Ananuri Community, Tsikhisdziri Village

Lot 2: Water Supply System in Bazaleti Community, Bazaleti Village

Lot 3: Rehabilitation of Narekvavi Irrigation channel in Mchadijvari community; Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani villages

For: Georgia New Economic Opportunities (NEO) Initiative

Contracting Entity: Chemonics International Inc.

Funded by: United States Agency for International Development (USAID), Contract No. AID-114-C-11-00001

RFP Issue Date: October 16, 2012

Pre-Bid Meeting: October 23, 2012

Questions Due: October 23, 2012

Proposals Due: October 31, 2012, at 16:00 Local Time

Chemonics International Inc, (Chemonics) implementing the Georgia New Economic Opportunities (NEO) Initiative is soliciting proposals for the services described herein. NEO is an official project of the United States Agency for International Development (USAID) under Contract Number AID-114-C-11-00001.

Offerors are encouraged to read this RFP in its entirety (including any and all attachments), paying specific attention to the instructions and requirements included herein. Issuance of this solicitation does not in any way obligate Chemonics to award a subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal. All recipients of this RFP (whether they submit an offer or not) shall treat all information and details included herein as private and confidential.

ACRONYMS

AIDAR	Agency for International Development Regulations
ADS	USAID Automated Directives System
BOQ	Bill of Quantities
CFR	Code of Federal Regulations
CO	USAID Contracting Officer
COP	Chief of Party
COR	USAID Contracting Officer's Representative
EDP	Economic Development Plan
EMMP	Environmental Monitoring and Mitigation Plan
EOI	Expression of Interest
FAR	Federal Acquisition Regulations
IBC	International Building Code
NEO	Georgia New Economic Opportunities (NEO) Initiative
RFP	Request for Proposals
SOW	Statement of Work
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax

SECTION 1: INSTRUCTIONS TO OFFERORS

1.1 Introduction

The New Economic Opportunities (NEO) Initiative is a four-year project that aims to improve rural incomes, reduce poverty levels, improve food security, and address critical economic and small-scale infrastructure constraints in targeted communities. The purpose of this RFP is to identify a qualified firm that can provide design and construction services in support of the identified small-scale infrastructure to assist Chemonics International in achieving the objectives of NEO Component 1 - community level economic development planning. More background information regarding NEO's Component 1 objectives are included in Article 2, Background and Purpose of Section 3, Fixed Price Subcontract Terms and Conditions of this RFP.

Chemonics International (Chemonics), the contracting agency, under the NEO project, USAID contract number AID-114-C-11-00001 requests proposals for Water Supply system rehabilitation in the villages of Tzikhidziri (Lot 1), Bazaleti (Lot 2), and Rehabilitation of Narekvavi Irrigation channel in Mchadijvari community—Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani villages (Lot 3) in Dusheti municipality.

In order to serve the intended purpose, due regard must be given to the Dusheti Municipality requirements. Dusheti Municipality is the owner and manager of the finished works for rehabilitation of water supply in respected municipalities.

Notwithstanding, the conduct of this procurement and award of any resultant contract, herein referred to as "contract" or "subcontract", is the responsibility of Chemonics. Any contract awarded will be between Chemonics and the selected offeror (the "contractor" or "subcontractor"). Neither USAID nor the Dusheti Municipality will be parties to the contract. All communications concerning the RFP should be addressed to Chemonics.

Any resultant subcontract(s) will be between Chemonics and the construction contractor. All bonds, guarantees, and sureties will be between Chemonics and the Contractor.

Offerors will not be reimbursed for any costs incurred in connection with the preparation and submission of their offers or for any subsequent visits to Chemonics' offices or the project site prior to award of the contract.

These instructions to Offerors are intended to aid offerors in the preparation of their proposals/offers.

1.2. Definitions

Authorized Geographic Code: The "Authorized Geographic Code" for the purposes of procurement is Code 937 and 110. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. Code 110 is defined as the New Independent States (see 22 U.S.C. 2295b). A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

Best value continuum using the tradeoff process: Chemonics seeks to obtain the best value in negotiated acquisitions by evaluating proposal on a best value continuum using the tradeoff process. The tradeoff process permits tradeoffs among cost or price and non-cost factors and allows Chemonics to accept other than the lowest priced proposal. The perceived benefits of the higher

priced proposal shall merit the additional cost, and the rationale for tradeoffs must be documented in the file.

Chemonics International, Inc.: Chemonics International Inc. (Chemonics) is the implementer of the United States Agency for International Development funded New Economic Opportunities Project, Contract Number AID-114-C-11-00001 and the contracting entity for the purposes of this procurement. The names Chemonics and NEO may be used interchangeably throughout this document and may be considered one and the same. All bonds, contracts, guarantees and sureties, as required, will be between Chemonics and the selected Subcontractor.

Cooperating Country: “Cooperating country” means Georgia.

Material Deviation: A “material deviation” is one that affects in any way the price, quality, scope, or completion date of construction services or which limits in any way, any responsibilities, duties, or liabilities of the Offeror or any rights of Chemonics or USAID as any of the foregoing have been specified or defined in the RFP.

Nationality: “Nationality” refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of goods and services. If the Offer is an individual, the Offeror must be a citizen or lawful permanent resident (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937 or 110. If the Offeror is an organization, the organization must (1) Be incorporated or legally organized under the laws of a country in Code 937 or 110; (2) Must be operating as a going concern in a country in Code 937 or 110, and either (3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in Code 937 or 110, or (4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937 or 110, in more than half its permanent full-time positions and more than half of its principal management positions.

NEO: “NEO” means the United States Agency for International Development (USAID) New Economic Opportunities Project implemented by Chemonics International under Contract Number AID-114-C-11-00001. The NEO project is implemented by Chemonics; therefore, the names Chemonics and NEO may be used interchangeably throughout this document and may be considered one and the same.

Offeror/Subcontractor/Bidder: “Offeror”, “Subcontractor” and/or “Bidder” means a firm prequalified by NEO to submit proposals for the work under this RFP and these terms may be used interchangeably throughout this document and are to be considered one and the same. Prospective Offerors are required to have current and valid registration to perform the work called for in this RFP within the cooperating country.

Prohibited sources: “Prohibited sources” means countries to which assistance is prohibited by the annual appropriations acts of US Congress or other statutes, or those subject to other executive branch restrictions, such as applicable sanctions administered by the U.S. Treasury Department’s Office of Foreign Assets Control. A list of prohibited sources is available in USAID’s Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

Source: “Source” means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase, irrespective of the place of manufacture or production, unless it is a prohibited source country. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, “source” means the country from which the commodity was shipped to the free port or bonded warehouse.

1.3 Offer Deadline

Offerors must submit their proposals by the time and date indicated on the cover page of this RFP to:

NEO/Chemonics International Inc.
Attn: Subcontracts Team
6a N. Ramishvili St.
0179, Tbilisi, Georgia
subcontracts@georgiano.ge
Telephone: + (995 32) 225 05 61/71/81

Late offers will be considered at the discretion of Chemonics.

1.4 Protocol for Submission of Offers and Required Documents

In order for proposals to receive full consideration for award, Offerors must comply with the instructions included herein and must ensure that all information furnished in their proposal is factual, accurate, and complete. Offerors shall be held responsible for the validity of all information supplied in their proposal, including that provided by potential subcontractors and/or vendors, if any.

Failure to comply with the RFP instructions and/or to furnish a complete proposal may result in the proposal being unacceptable to Chemonics and may result in elimination from consideration for award. Offerors are required to submit enough information to allow for a complete assessment of the Offeror's capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant firm fixed price subcontract.

Offers may be prepared in Georgian or English. Chemonics will issue a subcontract to the selected Offeror in English; however at the contractor's request unofficial Georgian translation will be provided. In the case of any discrepancies between the English and Georgian translations, the English language version of the subcontract will govern. All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical Volume
- Volume 2: Cost Volume

The Technical and Cost volumes must be submitted in separate, sealed envelopes. Three (3) paper copies—one original and two copies—and one (1) electronic version on a CD-ROM of the Offeror's Technical Volume must be included in the envelope marked with the words "Technical Volume," the RFP number 010 the complete legal name and address of the Offeror's organization. One (1) original paper copy and one (1) electronic version on a CD-ROM of the Offeror's Cost Volume must be included in the envelope marked with the words "Cost Volume," the RFP number 010b, the complete legal name and address of the Offeror's organization.

Offerors may modify or withdraw their proposal **prior** to the proposal due date by giving written notice via email to subcontracts@georgiano.ge and clearly stating in the subject line of the email their intent to withdraw or modify their proposal. Proposals may not be modified after the proposal submission deadline. Alternate bids will not be considered unless this solicitation authorizes their submission.

Offerors may only submit one proposal in response to this solicitation, either individually or as a partner in a joint venture. Alternate bids will not be considered. Submission of more than one proposal by the same firm, whether submitted individually or as a partner in a joint venture will result in the disqualification of all bids in which is the Offeror is involved.

Offers are not required to bid on all items (Lot 1, Lot 2 and Lot 3) included in this RFP and may elect to submit separate bids for one Lot or a combination of Lots as called for in this solicitation. However, responsive and comprehensive proposals covering all three items (Lot 1, Lot 2 and Lot 3) shall be viewed more favorably than separate bids.

Offerors shall clearly indicate whether they are submitting proposals for all three Lots or a combination of Lots. If partial proposals are submitted, Offerors are required to clearly demarcate which Lot, or combination of Lots, their bids corresponds to and shall insert the words "no bid" in the space provided for any item on which no price is submitted.

1.5 Questions, Clarifications and Changes

Offerors must submit all questions and requests for clarifications regarding this RFP **in writing** via email to subcontracts@georgiano.ge by the date and time indicated on the cover sheet. All correspondence regarding this solicitation must reference the RFP number in the subject line. No phone calls or in-person inquiries will be entertained.

Responses to the questions and requests for clarification regarding this solicitation will be distributed by Chemonics to Offerors bidding on this RFP. Only written responses received from the email indicated in this Section will be considered official and carry weight in the procurement process. Any verbal information received from a Chemonics or NEO employee or any other entity shall not constitute an official response to any questions regarding this RFP.

If Chemonics determines that changes to this RFP are required, such changes will be made via formal written addenda. Chemonics will post the addenda on jobs.ge and the NEO website with this RFP. Should addenda be issued fewer than 5 days before the proposal due date listed on the cover page of this RFP, Chemonics may elect to extend the proposal deadline. Addenda cancelling the RFP may be issued at any time. Clarifications, interpretations, corrections, and changes to the RFP made in any other manner shall not be binding and Offerors shall not rely upon them.

No offer, payment, consideration, or benefit of any kind shall be made, either directly or indirectly, by Offeror's as an inducement or reward for the award of a subcontract. Any such practice constitutes an illegal or corrupt practice and will result in the cancellation of the procurement, elimination of an Offerors' participation in this and future procurements and consideration for award, or termination of an awarded subcontract. Such practices may also constitute grounds for additional civil and/or criminal actions, as may be applicable.

1.6 Site Visit and Bidder's Conference

Prior to proposal submission, Offerors are required to carefully study the Statement of Work (SOW) included in Section 2 of this RFP and familiarize themselves with the conditions under which the work is to be performed. Offerors are urged to inspect the site(s) where the work will be performed.

Chemonics will conduct a pre-bid meeting and site visitations ("bidder's conference") at the NEO offices in **Tbilisi**, 6a. N. Ramishvili St. **on October 23, 2012 at 10:00am** to give Offeror's an opportunity to raise questions and to discuss the details of this RFP. Following the bidder's conference, there will be an optional site visit for interested parties. Please confirm attendance to the bidder's conference via email - noting the RFP number in the subject line of your email - to subcontracts@georgiano.ge, no later than October 22, 2012 at 16:00 local Tbilisi time. This confirmation should include the full name and contact information of all participants. Participation in the pre-bid meeting is at the participants' own responsibility and risk. Chemonics will not reimburse Offeror's for any costs related to the site visit or participation in the bidder's conference.

Offerors must promptly report any errors, inconsistencies, or ambiguities regarding this RFP by sending an email to subcontracts@georgianeo.ge. Upon receipt of an award, the Offeror waives any claim arising from any errors, inconsistencies or ambiguities, that the Offeror or any person or entity working with or under the Offeror on the contract became aware of, or should have reasonably become aware of, prior to Offeror's submission of its proposal.

1.7 Technical Volume

The Technical Volume should describe in detail how the Offeror intends to carry out the SOW found in Section 2.

The following documents must be included in the Technical Volume:

- Completed Letter of Transmittal (see Attachment A)
- Project Methodology, Technical Solution and Draft Work Plan
- Corporate Capabilities
- Copy of Company Registration
- List of Construction Equipment
- CVs of Key Personnel
- Representations and Certifications(see Attachment B)

The Technical Volume should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. There is a **15 page limit** to the Technical Volume. This page limit does not include:

- Letter of Transmittal (see Attachment A)
- Representations and certificates (Attachment B)
- CVs of Key Personnel

The Technical Volume should be organized by the evaluation criteria listed in Section 1.13 and should respond to all requirements stipulated herein.

Project Methodology, Technical Solution and Work Plan: Using the information contained in the SOW for each Lot (Lot 1, Lot 2, and/or Lot 3 – as applicable), the Offeror should: describe briefly, providing detail as necessary, its approach for executing each phase for each Lot (design, procurement, construction, etc.), and timing of the work in order to successfully complete the project(s). The methodology and technical solution proposed by the Offeror shall meet recognized industry standards and be cost efficient while taking into consideration the projects' locations and availability of materials and equipment. The methodology section should also include an outline of the Offeror's approach to Quality Control and Quality Assurance (with description of testing and inspections), Safety Plan as well as compliance with Environmental Regulations. The Offeror shall present a draft work plan in the form of a Gantt chart that illustrates the step by step process for executing every phase of the work in the most efficient manner to complete the statement of works by indicated dates (Section B1,2,3 (C)). If an Offeror after reviewing these documents determines that they cannot complete the work for any of the Lots by the indicated dates, the Offeror should present a revised timeline(s) and clearly state why the original schedule cannot be met. Offeror's are required to include sufficient detail in the schedule to show the timing for the major phases for each of the project elements and must also include a brief narrative explaining the Offeror's resource loading, work schedules and any other information to demonstrate that the work will be completed by the proposed completion date.

Corporate Capabilities: Offerors shall include a brief narrative summarizing the resources (human, financial, equipment, etc.) at their disposal and describe their capability to perform the work. The narrative should demonstrate an understanding of the management requirements associated with

implementation of the SOW, describe the management structure (i.e. the degree and type of work to be performed by the firm's own employees and/or joint venture/subcontractor staff, if any), illustrate the Offeror's experience meeting tight deadlines and construction milestones, experience coordinating and working with local counterparts, and any other pertinent considerations. The following areas must be addressed in the Corporate Capabilities narrative:

- **Personnel:** The Offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work for each Lot. The professional staff deemed as Key Personnel shall be fully available throughout the duration of the subcontract and shall not be replaced without prior written consent of Chemonics. The Technical Volume should include CVs for the following **required key** personnel for each Lot, - key personnel may be the same or different, depending on the timing of implementation:
Project Manager
Design Engineer;
Civil/Water Engineer
Irrigation Engineer (Mchadijvari project only)
Site Superintendent/Quality Manager
- **Management and financial capability:** Offerors should include an organizational chart (indicating reporting structure and lines of authority) with the roles and availability proposed staff for this project. Provide names, duties and levels of responsibility of key personnel to include the Project Manager, engineers, and Site Superintendent/Quality Manager for the project. Offerors must confirm availability of funds to properly finance the work and experience managing quality control, environmental and safety should be noted.
- **Other Resources:** Offerors shall submit the list of all construction equipment and any other pertinent resources at its disposal for the implementation of this project.

Required Certifications: Offerors are required to complete ALL the certifications included in Attachment B of this RFP and submit the duly completed forms with the technical volume of the proposal. Failure to submit all complete and signed forms and certifications may result in the Offeror's RFP submittal being rejected as non-responsive.

1.8 Cost Volume

The Cost Volume must include a detailed budget for each Lot (Lot 1, Lot 2, and/or Lot 3) - expressed in Georgian Lari - with an accompanying narrative describing the basis for the listed cost elements. Supporting information should be provided in sufficient detail to allow a complete analysis and determination of reasonableness of each cost element. Offerors shall use the attached Schedule of Values and Bills of Quantities template (Attachment C) as the basis for the preparation of the detailed budgets for each Lot. Offerors are required to include and clearly label **all** costs (including, but not limited to, design, level of effort, labor rates, materials, quantities, incidental services such as transportation, fuel, lodging, meals, communications expenses, other direct costs, any/all indirect costs and fees) deemed necessary to complete the design and execution of Offeror's design. Chemonics will use the information included in Offeror's Cost Volume as the basis for negotiating the firm fixed-priced subcontract with the selected Offeror.

1.9 Authorized USAID Geographic Code

The authorized USAID geographic code for this RFP and any resulting subcontract is **Code 937 and 110**. All commodities and services supplied under a subcontract resulting from this RFP must be from Code 937 or 110. No items, items with components from, or related services (including any incidental

services required to complete the work) may be from the following countries: Cuba, Iran, North Korea, Syria or any countries listed in ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

1.10 Eligibility of Offerors

All Offerors must certify that the firm, and the firms' principals, are not debarred, suspended, or proposed for debarment. Chemonics will not award a subcontract to any firm that is debarred, suspended, or proposed for debarment, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

1.11 Validity Period

Offers must remain valid for at least **45** calendar days after the offer deadline.

1.12 Determination of Competitive Range

Best offer proposal bids are requested. It is anticipated that awards will be made solely on the basis of an Offerors original proposal bids. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Chemonics reserves the right to make multiple awards, if it is in the best interests of NEO.

Should discussions prior to selection for award be necessary, Chemonics will establish a Competitive Range composed of only the most highly rated proposals. Chemonics may limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. Chemonics may exclude proposals requiring extensive discussions, a complete rewrite, or major revisions and/or if it is so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive.

1.13 Evaluation Criteria and Basis for Award

Chemonics will make an award to a responsive (one that complies with all the terms and conditions in the RFP without material deviation) and responsible Offeror that presents the best value (as determined by the technical/cost trade-off analysis) to NEO. Offerors may not modify non-responsive offers after the proposal deadline in order to make them responsive. However, Chemonics may request an Offeror to clarify its offer as long as no material deviation exists.

Chemonics will evaluate Offerors technical proposals in accordance to the following criteria:

- **Proposed Methodology, Technical Solution and Work Plan** **40 Points**
For each Lot, Offerors shall be evaluated on the overall understanding of the scope of work, how realistic the proposed technical solution is in completing the work on schedule and meeting delivery requirements. This technical solution shall integrate design methodology, procurement process, construction methods, techniques, project scheduling, and project management to deliver the required work with the highest construction quality. Special consideration will be given to Offeror's applying for all three Lots (Lot 1, Lot 2 and Lot 3). The Offeror's proposal shall include draft work plan for each applicable Lot, providing a step by step process for executing every phase of the work in the most efficient manner and phasing of Lots. Special consideration shall be given to the Offerors with an aggressive but realistic timeline for completing each Lot and each phase of the scope of work, as well as the overall implementation plan that meets the desired goals stated herein. Also, consideration shall be given to the organization of works as not to disturb the other contractor which will be designated for the works contributed by the municipality.

- **Corporate Capabilities and Equipment**

30 Points

The Offeror shall be evaluated on the firm's experience implementing projects of similar scope and size, management capabilities and structure, the availability of qualified staff with appropriate experience to oversee and carry out the scope of work, and the ability to access the resources required (equipment, financial, etc.) to successfully perform the work in a timely manner in accordance with the proposed schedule.

- **Key Personnel**

30 Points

The qualifications and availability of designated Key Personnel.

Although the combined technical factors are considered more important than cost or price, Chemonics will not select an offer solely on the basis of a superior technical proposal. Chemonics will assess whether an Offeror's proposed cost is reasonable and realistic in relation to the proposed technical solution - performing a technical/cost trade-off analysis - to determine which proposal presents the best value to NEO.

Issuance of this solicitation does not in any way obligate Chemonics to award a subcontract, nor does it commit Chemonics to pay for costs incurred in the preparation and submission of a proposal.

1.14 Terms and Conditions of Subcontract

NEO intends to award a firm fixed price subcontract which shall include two phases, Phase 1 - the design phase and Phase 2 - the construction (build) phase.

This solicitation is subject to the Fixed-Price Subcontract Terms and Conditions included in Section 3 of this RFP. Any resultant award will be governed by these terms and conditions. Chemonics reserves the right to make minor revisions to the content, order, and numbering of the provisions in the actual subcontract award.

1.15 Brand Name or Equal

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy Chemonics' needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(iii) Origin of manufacture

(3) Include descriptive literature such as cut sheets, illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to Chemonics; and

(4) Clearly describe any modifications the Offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

Chemonics will evaluate “equal” products on the basis of information furnished by the Offeror or identified in the offer and reasonably available to Chemonics. Chemonics is not responsible for locating or obtaining any information not identified in the offer.

Unless the Offeror clearly indicates in its offer that the product being offered is an “equal” product, the Offeror shall provide the brand name product referenced in the solicitation.

1.16 Protests

Please note that in submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation and the Offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics International for consideration, as USAID will not consider protests made under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

SECTION 2: SCOPE OF WORK

A. OBJECTIVE

The intent of this document is to provide interested pre-qualified Offerors with sufficient information to enable the preparation and submittal of a proposal for the development of final design documents, and implementation of the construction work required to rehabilitate:

Lot 1: Water Supply System in Ananuri Community, Tsikhisdziri Village

Lot 2: Water Supply System in Bazaleti Community, Bazaleti Village

Lot 3: Narekvavi Irrigation channel in Mchadijvari Community--Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani Villages

Chemonics and the Ananuri, Bazaleti and Mchadijvari communities in Dusheti Municipality are collaborating in the execution of the small-scale infrastructure project. The portion of the project work to be funded by the Municipality of Dusheti with regards to the rehabilitation projects will be financed and implemented under separate agreements. Consequently, while it is anticipated that collaboration and coordination with the counterpart municipality and their respective contractor(s) will be required during the implementation of the project, Offerors shall **not** include in their proposals any activities or costs being financed directly by the Municipality.

In order to provide Offerors with a comprehensive understanding of the scope of the complete small-scale infrastructure project, to be jointly financed by NEO and the Dusheti Municipality, a macro-level overview of each complete project is provided in Sections B.1,2&3(A). This information serves to contextualize how the work to be contracted by NEO fits into the macro-level projects.

The specific items to be funded directly by the Dusheti Municipality are listed in section B.1,2&3(B). Offerors are to prepare their proposals only in response to the requirements associated to the portion of the work to be **financed by NEO** as detailed in Section **B.1,2&3(C)**. Additional drawings and design documents for the rehabilitation project are located in Attachment D for reference.

The Offeror shall be required to prepare a comprehensive proposal for the design and construction work to be performed which shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including testing, shipping, fuel, power, water, and essential communications; and performing all work and/or other operations required for the successful completion of the portion of the small-scale infrastructure project to be financed by NEO.

This RFP calls for proposals for the design and build services of the identified small-scale infrastructure projects. All design related work will be conducted by the Offeror and approved by NEO.

B. SCOPE OF WORK

This section is structured to clearly indicate the scope of work for each of the projects (Lot 1, Lot 2 and Lot 3) called for in this RFP. If an offeror chooses not to bid on one of these projects, their proposal shall include the words "no bid" immediately following the Lot number and title in the Transmittal Letter (Attachment A).

Design documents and drawings for the following SOW are attached in Attachment D.

B.1 Lot 1 - Water Supply System Rehabilitation in Tsikhisdziri Village

B.1 (A) Macro-level project overview

The rehabilitation of water supply system in **Tsikhisdziri Village**, Ananuri Community is part of a comprehensive plan to improve potable water quality in Ananuri community in the municipality of Dusheti. Currently 20 families in the village do not receive any water from the above-mentioned system, and 35 families receive only a small volume of water. Furthermore, the physical and chemical characteristics (microbiological characteristics) of the water currently supplied to the village do not meet Georgian standards for potable water technical regulation.

The project includes the rehabilitation of the water supply system for the total length of 1104m. The existing metal pipes are rusted and partly damaged. Water is leaking into the ground, causing the deterioration of the quality of water and reduction of the volume of water supplied to the village. The contractor will replace the existing 1104 meters of damaged pipes from the water source to Tsikhisdziri village and fence off the territory adjacent to the clean water concrete reservoir to ensure supply of clean water to 55 families of the village.

The subcontractor shall set up a reinforced concrete sustaining-wall, at the water source, with a drainage unit. The subcontractor will also install: a reinforced concrete catchment with two-system drainage; two concrete observation pits along the route of the pipeline; and one reinforced concrete settlement tank, one reinforced concrete filtration unit and one reinforced concrete reservoir for clean water. The contractor will fence off the territory adjacent to the clean water reservoir; construct a filtering reservoir and a structure to house the bactericidal unit (a water cleaning UV bactericidal lamp).

Please note that a design for Tsikhisdziri project has already been prepared. The selected contractor will have the option to update or amend the design, but should not include the cost of a full design.

B.1 (B) Dusheti Municipal Contribution

1. The trench excavation using an excavator and manual labor.
2. Installation of sand-pillow around and under the plastic pipes
3. Installation of the sand-gravel layer under the foundation for the reinforced concrete clean-water reservoir.
4. Installation of electric lighting system in bactericidal structure
5. Fencing off area adjacent to the clean water reservoir and bactericidal structure with a chain link fence that will be attached to iron pipes installed in the reinforced concrete foundation.

B.1 (C) NEO Specifications

For the purposes of this RFP, Offerors shall prepare their proposals only for the specific NEO financed services and deliverables as defined in this section of the Scope of Work. The rehabilitation of the existing water supply system is part of a comprehensive plan to improve potable water supply within Tsikhisdziri Village in the municipality of Dusheti. The work will be conducted through two distinct phases.

Phase 1: Review and Update the Existing Engineering Design. The selected offeror will review the existing design concept and update the design documents as necessary for the construction of the Tsikhisdziri water supply system in accordance with the design concept and project description included in this RFP.

Phase 2: Construction Services. The selected subcontractor will provide all construction services as described in this section which details the NEO-funded portion of each project.

Timeframe for Project:

- a. Construction: 66 calendar days for construction from issuance NTP

Taking into consideration weather changes, it is anticipated that the completion of construction activities will take 66 calendar days.

Contract Cost Estimate:

The estimated amount for this contract is 50,000 GEL.

The works to be performed under each of the phases include the following:

Phase 1: Design

1.1 – Implementation Plan

The selected Offeror shall be responsible for the development of a detailed Implementation Plan for the water rehabilitation project in Tsikhisdziri Village. At a minimum, the Implementation Plan shall include the tasks and schedule in a Gantt Chart format. As needed to perform the work the Implementation Plan will also include, a summary of the design criteria, a description of the means and methods to be employed for a successful project to include coordination with the Municipality regarding the portion of the project(s) funded through the Municipality (see section B1(B) above), Quality Control (testing) plan and, identification of any required construction permits, schedule of any geotechnical and material tests required for the project and name of the company that will perform the testing, traffic control plan, identification of existing records, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, a site staging plan, site and safety plan, quality control and assurance plan, as well as the suppliers retained by the selected Offeror.

1.2 – Kick-Off Meeting

The selected Offeror shall participate in a kick-off meeting and a site visit with representatives of the **Dusheti Municipality**, under the supervision of NEO. The purpose of the kick-off meeting is to introduce the selected Offeror to the beneficiaries, identify existing constraints, and review the Implementation Plan for the project.

The selected Offeror shall summarize the comments generated during the meeting in a short memorandum to serve as the basis for the development of the final design documents for the project.

1.3 – Design Documents

Design documents for the Tsikhisdziri project have already been prepared. The selected Offeror shall be responsible for reviewing and updating the Documents as necessary for the total project (as outlined in Section B.1(A) using criteria defined in the Implementation Plan, the results of the Kick-Off Meeting, and the existing site details. Design documents should clearly identify the delineation between NEO and Municipal works.

The final design documents shall consist of all existing or revised civil, mechanical and electrical elements contained in the project including but not limited to:

- a) Object location diagram on A-3 size format;
- b) Diagrams, drawings and specifications on A-3 size format;
- c) Details, junctions and specifications on A-3 size format;
- d) Construction project organization on A-3 size format;
- e) Detailed BoQ, VAT excluded
- f) The list of construction materials to be used
- g) Calendar schedule of work implementation
- h) The operation and maintenance instructions for the water pipe line, reservoirs and bactericidal UV lamp
- i) Results of conducted research (geological, hydrogeological, topo-photos);

1.4 – Reference Standards

The Design Documents shall be prepared in accordance with the latest requirements of the International Building Code (IBC) as well as any applicable Georgian national and local requirements, National Electrical Code, and ACI-318 for similar facilities.

The various work items are included in the Schedule of Values (Attachment C-1) and as shown in the Existing Site Concept Drawings presented under Attachment D. All drawings shall include sufficient details to facilitate implementation of the proposed improvements. The selected Offeror shall be responsible for the preparation of technical specifications for the proposed improvements. The technical specifications shall include but will not be limited to:

- Identification of the location of borrowed material
- Identification of the approved discharge site for all demolition, trash and excavated materials
- Identification of materials shipping/handling/storage techniques
- Details and standards for the proposed construction materials (fill, sand, gravel, rocks, steel, concrete, etc.)
- Installation techniques/steps/methods for the various materials to be used in the installation of the proposed improvements
- Quality control (testing) and quality assurance measures to be followed during implementation.

The above criteria have been prepared to assist Offerors in understanding the requirements with respect to expectations in design quality, scope, and standards. The criteria are to be used as guidelines in development of the Offeror's proposed design and are not intended to be conclusive of all design aspects.

Phase 2: Rehabilitation/Installation

2.1 – Construction/Rehabilitation

As described in the introduction of the Scope of Work, construction/rehabilitation will be divided between NEO and the Municipality of Dusheti for the project in Tsikhisdziri village.

The work funded under this proposed subcontract between **NEO** and the selected offeror will consist of the following:

1. Installation of a reinforced concrete retaining wall with drainage
2. Installation of a reinforced concrete water catchment with two-system draining, and two reinforced concrete observation pits along the route of the pipeline.
3. Installation one reinforced concrete settlement tank
4. Installation one reinforced concrete filtering reservoir
5. Installation one reinforced concrete reservoir for clean water (**excluding sand-gravel layer – see B2(B) above**)
6. Replacement of 1104 meters of metal pipes with new plastic piping based on relevant parameters on the basis of the hydraulic report of the system (**excluding trenching, and sand-pillow activities**).
7. Installation of mechanical filters on the pipe from reservoir to water network.

8. Setting up pipe shut-off valves and auxiliary fittings
9. Construction of a structure to house the UV bactericidal lamp
10. Installation of water cleaning, UV bactericidal lamp with fully automated management and water regulating systems.
11. Flushing rehabilitated water pipeline system (with chlorinated water) and testing at control pressure.

The selected Offeror shall secure and isolate the worksite for the protection of its workforce and the general public. The selected Offeror shall prepare the sites where the proposed work will be located. The selected Offeror shall be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility.

The selected Offeror shall be responsible for all demolition; excavation; backfill; compaction, concrete works; fabrication, installation and assembly; plumbing work; and miscellaneous site improvements **associated with NEO activities** as per the approved final design documents.

The selected Offeror shall be responsible for all utility connections associated with the proposed improvements associated with NEO activities. The utilities shall include all provisions for water service, sanitary waste, and site drainage. The selected Offeror shall be responsible for locating and identifying all existing underground utilities, in order to avoid conflicts, prior to the start of construction. For utilities located underground, the selected Offeror shall be responsible for all required trenching and repairs necessary for a complete installation. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror under this phase.

Based on final design documents, the selected Offeror shall be responsible for procuring and/or fabricating all required components for the rehabilitation work as well as necessary materials for a complete installation. The selected Offeror shall be responsible for all permit fees, procurement, shipping, and storage, as required. Delays in fabrication and shipping shall be the responsibility of the selected Offeror.

The selected Offeror shall be responsible for the assembly and installation of all components associated with the rehabilitation work.

All assembly and installation shall be performed by qualified technicians and as per the final design documents. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror during the assembly and installation. The selected Offeror shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The selected Offeror shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The selected Offeror shall be responsible for cleaning up the worksite following each workday.

During implementation of the project, the selected Offeror shall maintain a field progress journal to document work progress, difficulties and problem resolution.

2.2 – Environmental Compliance

The selected Offeror shall follow the established Environmental Monitoring & Mitigation Plan (EMMP) in order to comply with USAID requirements for the NEO program. The purpose of the EMMP is to monitor environmental impact of the work activities and define mitigation actions to be implemented. Using the prescriptions of the EMMP, the selected Offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The selected Offeror shall also maintain on file and provide to Chemonics, upon request, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided under Attachment E-1.

B.2 Lot 2 - Water Supply System Rehabilitation in Bazaleti Village

B.2 (A) Macro-level project overview

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal to develop final design documents, and perform the construction work required to rehabilitate the 2200m water supply network in Bazaleti Village.

The present potable water supply system is comprised of a main water catchment, a 70m³ concrete water reservoir, and a metal pipeline (L=2200m). The main water catchment is an old structure without ventilation or outlet water pipes. It is located 2.2 km north-west from Bazaleti Village, at 1190 m above the sea level. The main water tank is a concrete structure with dimensions 1.2X0.6X0.7m, which was erected in late 1980s, the structure, is not protected from contamination.

From the water catchment, water is supplied by gravity to the reinforced concrete reservoir (70m³), via existing metal pipes that are damaged and corroded. Therefore, the village of Bazaleti is currently supplied with an insufficient quantity and low quality water, increasing the risk of disease and contamination for the residents. Hydrogeological tests confirm sufficient water supplies in the spring.

The project will include the following activities:

1. Rehabilitate the gravity-flow water supply system at existing spring (2.2 km north-west of Bazaleti village).
2. Expand the existing spring (water source) by dismantling existing structures (water catchment), and stripping spring at 5-6m length, 3-4m width and 2 m depth down to clay layer.
3. Install a new two-chamber, ventilated, reinforced concrete water catchment, and waterproof outlet pipes and isolate from the external environment.
4. Replace damaged metal pipeline with a new plastic pipeline to carry water from the new water catchment to the existing 70m³ village water reservoir (L= 2200m; height difference between the water source and water reservoir is 160m).
5. Repair and waterproof roof and walls of existing concrete water reservoir (1m height).
6. Construct a structure next to the water reservoir to house the UV bactericidal appliance. Water will pass from the reservoir, through the bactericidal unit and into the rehabilitated water network. Dimensions of the structure will be specified during design.
7. Electrical connection will be laid from the village of Bazaleti to the bactericidal structure (approx. 600m).
8. Install chain-link fence around rehabilitated water reservoir and bactericidal structure. Fence will be attached to iron posts installed in a concrete foundation.

B.2 (B) Dusheti Municipal Contribution

1. The trench excavation of pipeline using an excavator and manual labor
2. Installation of sand pillows/layer around of plastic pipes

B.2 (C) NEO Specifications

For the purposes of this RFP, Offerors shall prepare their proposals only for the specific NEO financed services and deliverables as defined in this section of the Scope of Work. The rehabilitation of the existing water supply system is part of a comprehensive plan to improve potable water supply within Bazaleti Village in the municipality of Dusheti. The work will be conducted through two distinct phases.

Phase 1: Final Engineering Design. The selected offeror will complete all design documents required for construction of the Bazaleti water supply system in accordance with the design concept and project description included in this RFP.

Phase 2: Construction Services. The selected subcontractor will provide all construction services as described in this section which details the NEO-funded portion of each project.

Timeframe for Project:

- a. Design: 21 Days from the contract signing
- b. Construction: 65 calendar days for construction from issuance NTP

Taking into consideration weather changes, it is anticipated that the completion of construction activities will take 65 calendar days.

Contract Cost Estimate:

The estimated amount for this contract is 38,000 GEL.

The works to be performed under each of the phases include the following:

Phase 1: Design

1.1 – Implementation Plan

The selected Offeror shall be responsible for the development of a detailed Implementation Plan for the water rehabilitation project in Bazaleti Village. At a minimum, the Implementation Plan shall include the tasks and schedule in a Gantt Chart format. As needed to perform the work the Implementation Plan will also include, a summary of the design criteria, a description of the means and methods to be employed for a successful project to include coordination with the Municipality regarding the portion of the project(s) funded through the Municipality (see section B2(B) above), Quality Control (testing) plan and, identification of any required construction permits, schedule of any geotechnical and material tests required for the project and name of the company that will perform the testing, traffic control plan, identification of existing records, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, a site staging plan, site and safety plan, quality control and assurance plan as well as the suppliers retained by the selected Offeror.

1.2 – Kick-Off Meeting

The selected Offeror shall participate in a kick-off meeting and a site visit with representatives of the **Dusheti Municipality**, under the supervision of NEO. The purpose of the kick-off meeting is to introduce the selected Offeror to the beneficiaries, identify existing constraints, and review the Implementation Plan for the project.

The selected Offeror shall summarize the comments generated during the meeting in a short memorandum to serve as the basis for the development of the final design documents for the project.

1.3 – Design Documents

The selected Offeror shall be responsible for developing the Design Documents for the total project (as outlined in Section B.2(A) using criteria defined in the Implementation Plan, the results of the Kick-Off Meeting, and the existing site details. Design documents should clearly identify the delineation between NEO and Municipal works.

The final design documents shall consist of all civil, mechanical and electrical elements contained in the project including but not limited to:

1. Object location diagram on A-3 size format;

2. Diagrams, drawings and specifications on A-3 size format;
3. Details, junctions and specifications on A-3 size format;
4. Construction project organization on A-3 size format;
5. Detailed BoQ, VAT excluded
6. The list of construction materials to be used
7. Calendar schedule of work implementation
8. The operation and maintenance instructions for the reservoirs and bactericidal UV lamp
9. Conclusion of conducted research of engineer-geological for designed pipeline
10. Results of conducted research (geological, hydrogeological, topo-photos);

1.4 - Reference Standards

The Design Documents shall be prepared in accordance with the latest requirements of the International Building Code (IBC) as well as any applicable Georgian national and local requirements, National Electrical Code, and ACI-318 for similar facilities.

The various work items are included in the Schedule of Values (Attachment C-2) and as shown in the Existing Site Concept Drawings presented under Attachment D. All drawings shall include sufficient details to facilitate implementation of the proposed improvements. The selected Offeror shall be responsible for the preparation of technical specifications for the proposed improvements. The technical specifications shall include but will not be limited to:

- Identification of the location of borrowed material
- Identification of the approved discharge site for all demolition, trash and excavated materials
- Identification of materials shipping/handling/storage techniques
- Details and standards for the proposed construction materials (fill, sand, gravel, rocks, steel, concrete, etc.)
- Installation techniques/steps/methods for the various materials to be used in the installation of the proposed improvements
- Quality control (testing) and quality assurance measures to be followed during implementation.

The above criteria have been prepared to assist Offerors in understanding the requirements with respect to expectations in design quality, scope, and standards. The criteria are to be used as guidelines in development of the Offeror's proposed design and are not intended to be conclusive of all design aspects.

Phase 2: Rehabilitation/Installation

2.1 – Construction/Rehabilitation

As described in the introduction of the Scope of Work, construction/rehabilitation will be divided between NEO and the Municipality of Dusheti for the project in Bazaleti village.

The work funded under this proposed subcontract between **NEO** and the selected offeror will consist of the following:

1. Expand the existing spring (water source) by dismantling existing structures (water catchment), and stripping spring at 5-6m length, 3-4m width and 2 m depth down to clay layer.
2. Installation of a reinforced concrete retaining wall with drainage (at water source)

3. Installation of a reinforced concrete, two-chamber water catchment chamber with ventilation and outlet pipes, (dimensions to be specified during design)
4. Repair of existing reinforced concrete roof and walls (1m height) of the water reservoir
5. Replace existing metal pipe network with new plastic pipes from the new water catchment chamber to the existing reservoir (L=2200m). Pipe length, diameter and wall thickness should be selected based on the network hydraulic report and design specifications
6. Installation of mechanical filters on the pipe from the water reservoir into the water network.
7. Install shut-off valves for pipes;
8. Set up a control tap at the end of the pipeline.
9. Construct structure to house UV bactericidal appliance, approximate dimensions to be specified during design
10. Connect structure to existing electrical grid (approximately 600 meters from Bazaleti village), based on design specifications.
11. Install water cleaning, UV bactericidal appliance with fully automated water management and regulating systems with relevant capacity, based on hydraulic report and design specifications.
12. Install chain-link fence around rehabilitated main water structure, as well as the existing water reservoir and the adjacent bactericidal unit.
13. Flush rehabilitated water pipeline system with chlorinated water and perform control pressure tests prior to activation.

The selected Offeror shall secure and isolate the worksite for the protection of its workforce and the general public. The selected Offeror shall prepare the sites where the proposed work will be located. The selected Offeror shall be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility.

The selected Offeror shall be responsible for all demolition; excavation; backfill; compaction, concrete works; fabrication, installation and assembly; plumbing and electrical work; and miscellaneous site improvements **associated with NEO activities** as per the approved final design documents.

The selected Offeror shall be responsible for all utility connections associated with the proposed improvements associated with NEO activities. The utilities shall include all provisions for water service, sanitary waste, and site drainage. The selected Offeror shall be responsible for locating and identifying all existing underground utilities, in order to avoid conflicts, prior to the start of construction. For utilities located underground, the selected Offeror shall be responsible for all required trenching and repairs necessary for a complete installation. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror under this phase.

Upon approval of the final design documents, the selected Offeror shall be responsible for procuring and/or fabricating all required components for the rehabilitation work as well as necessary materials for a complete installation. The selected Offeror shall be responsible for all permit fees, procurement, shipping, and storage, as required. Delays in fabrication and shipping shall be the responsibility of the selected Offeror.

The selected Offeror shall be responsible for the assembly and installation of all components associated with the rehabilitation work.

All assembly and installation shall be performed by qualified technicians and as per the final design documents. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror during the assembly and installation. The selected Offeror shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The selected Offeror shall also be responsible for all cleaning and site maintenance activities during the installation

phase and for final cleanup. The selected Offeror shall be responsible for cleaning up the worksite following each workday.

During implementation of the project, the selected Offeror shall maintain a field progress journal to document work progress, difficulties and problem resolution.

2.3 – **Environmental Compliance**

The selected Offeror shall follow the established Environmental Monitoring & Mitigation Plan (EMMP) in order to comply with USAID requirements for the NEO program. The purpose of the EMMP is to monitor environmental impact of the work activities and define mitigation actions to be implemented. Using the prescriptions of the EMMP, the selected Offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The selected Offeror shall also maintain on file and provide to Chemonics, upon request, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided under Attachment E-1.

B.3 Lot 3 – Rehabilitation of Narekvavi Irrigation Channel in Mchadijvari community, in villages of Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani

B.3 (A) Macro-level project overview

The intent of this document is to provide interested offerors with sufficient information to enable them to prepare and submit a proposal to develop final design documents, and perform the construction work required to rehabilitate the Narekvavi Irrigation Channel. The rehabilitation of the irrigation channel is part of a comprehensive plan by Dusheti Municipality to improve irrigation of the land area of 250-350 hectares within the four villages: Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani in the municipality of Dusheti. The project will consist of cleaning the inside surface of the channel from the existing silt and plants for a distance of 8.3 km, repairing the floodgates, and connecting the concrete channel to the metal pipe over the river.

The source of the Narekvavi irrigation channel lies in village Tsitsamura and continues to the end of village Lamovani. Its overall length is 8.3 km. The channel is set up using remnant concrete slabs, in section it has the shape of a trapezoid with an area of 1.8m², and volume is 15,000m³. At the spring of the channel there is a water drainage/flood gate (dimensions 2.4x3m) and a water discharge gate (dimension 1.4x1m). The lifting mechanisms for both gates require rehabilitation. Water is discharged from the channel to the irrigation area through gates and artisan production pipes, which can be opened and closed. The spring of the channel is 753 m above sea level, and the end of the channel is 669 m, with an incline of 1% in the channel.

Currently, irrigation water flows about 4.0 km distance from the source, the remaining portion of the channel is blocked with soil and small bushes. For the active 4km of the channel, silt is precipitated and walls are filled with moss and small plants that reduces the speed and volume of irrigation water. At 5.1km from the source, irrigation water passes over a small mountain river, via a d=600mm metal pipe set up on concrete supports. The concrete channel needs to be connected to the metal pipe.

Final part of the channel, on the territory of village Lamovani is damaged for about 2080m where the concrete slabs have been removed. The water discharge gates from the channel to the irrigation plots have been damaged or removed in certain sections and need to be repaired. The end of the channel also needs to be connected with the small mountain river.

For the rehabilitation/cleaning of the Narekvavi irrigation channel in **Mchadijvari Community**, project documentations must take into account the following main requirements:

1. Necessary geological, topographic imaging information
2. Repair lifting mechanism for water drainage/flood gate (2.4x3m) at the source of the channel shall be repaired.
3. Repair lifting mechanism for water discharge gate (1.4x1m) at the channel source. m lifting mechanism shall be repaired.
4. Rehabilitate lifting mechanism on water discharge gate (1.2x0.8m) at the beginning of the branch from the central channel. (characteristics of mechanism to be verified on location);
5. Rehabilitation of a damaged concrete in the channel – approximately 30 m .(length to be verified by design)
6. Establish channel connection to a metal d=600mm water culvert over river at 5.1km.
7. Slashing bushes that have grown in the channel and near the channel.
8. Cleaning the channel surface about 5000 m (length to be verified by design).
9. Cleaning soil channel about 3300 m.(length to be verified by design).
10. Linking final portion of the channel with the small mountain river.
11. Removal and spreading of silt taken from the channel outside the village on arable fields.
12. Cutting and removal of soil from the area along the channel (the level of cutting soil should be lower than the high point of the channel).

B.3 (B) Dusheti Municipal Contribution

1. Loading the disposal by excavator or manual labor onto truck.
2. Hauling the silt, debris and disposal with truck to designated dump site.

B.3 (C) NEO Specifications

For the purposes of this RFP, Offerors shall prepare their proposals only for the specific NEO financed services and deliverables as defined in this section of the Scope of Work. The rehabilitation of the Narekvavi irrigation channel is part of a comprehensive plan to improve irrigation to 250-350 hectares within the four villages: Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani in the municipality of Dusheti. The work will be conducted through two distinct phases.

Phase 1: Final Engineering Design. The selected offeror will complete all design documents required for the rehabilitation of the irrigation channel in accordance with the design concept and project description included in this RFP.

Phase 2: Construction Services. The selected subcontractor will provide all construction services as described in this section which details the NEO-funded portion of each project.

Timeframe for Project:

- a. Design: 21 Days from the contract signing
- b. Construction: 60 calendar days for construction from issuance NTP

Taking into consideration weather changes, it is anticipated that the completion of construction activities will take 60 calendar days.

Contract Cost Estimate:

The estimated amount for this contract is 35,000 GEL.

The works to be performed under each of the phases include the following:

Phase 1: Design

1.1 – Implementation Plan

The selected Offeror shall be responsible for the development of a detailed Implementation Plan for the irrigation rehabilitation project in Mchadijvari community. At a minimum, the Implementation Plan shall include the tasks and schedule in a Gantt Chart format. As needed to perform the work the Implementation Plan will also include, a summary of the design criteria, a description of the means and methods to be employed for a successful project to include coordination with the Municipality regarding the portion of the project(s) funded through the Municipality (see section B3(B) above), Quality Control (testing) plan and, identification of any required construction permits, schedule of any geotechnical and material tests required for the project and name of the company that will perform the testing, traffic control plan, identification of existing records, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, a site staging plan, site and safety plan, quality control and assurance plan as well as the suppliers retained by the selected Offeror.

1.2 – Kick-Off Meeting

The selected Offeror shall participate in a kick-off meeting and a site visit with representatives of the **Dusheti Municipality**, under the supervision of NEO. The purpose of the kick-off meeting is to introduce the selected Offeror to the beneficiaries, identify existing constraints, and review the Implementation Plan for the project.

The selected Offeror shall summarize the comments generated during the meeting in a short memorandum to serve as the basis for the development of the final design documents for the project.

1.3 – Design Documents

The selected Offeror shall be responsible for developing the Design Documents for the total project (as outlined in Section B.3(A) using criteria defined in the Implementation Plan, the results of the Kick-Off Meeting, and the existing site details. Design documents should clearly identify the delineation between NEO and Municipal works.

The final design documents shall consist of all civil, mechanical and electrical elements contained in the project including but not limited to:

1. Object location diagram on A-3 size format;
2. Diagrams, drawings and specifications on A-3 size format;
3. Details, junctions and specifications on A-3 size format;
4. Construction project organization on A-3 size format;
5. Detailed BoQ, VAT excluded
6. The list of construction materials to be used
7. Calendar schedule of work implementation
8. The operation and maintenance instructions for the channel, and drainage/flood gate mechanisms
9. Results of conducted research (geological, hydrogeological, topo-photos);

1.4 - Reference Standards

The Design Documents shall be prepared in accordance with the latest requirements of the

International Building Code (IBC) as well as any applicable Georgian national and local requirements, National Electrical Code, and ACI-318 for similar facilities.

The various work items are included in the Schedule of Values (Attachment C-3) and as shown in the Existing Site Concept Drawings presented under Attachment D. All drawings shall include sufficient details to facilitate implementation of the proposed improvements. The selected Offeror shall be responsible for the preparation of technical specifications for the proposed improvements. The technical specifications shall include but will not be limited to:

- Identification of the location of borrowed material
- Identification of the approved discharge site for all demolition, trash and excavated materials
- Identification of materials shipping/handling/storage techniques
- Details and standards for the proposed construction materials (fill, sand, gravel, rocks, steel, concrete, etc.)
- Installation techniques/steps/methods for the various materials to be used in the installation of the proposed improvements
- Quality control (testing) and quality assurance measures to be followed during implementation.

The above criteria have been prepared to assist Offerors in understanding the requirements with respect to expectations in design quality, scope, and standards. The criteria are to be used as guidelines in development of the Offeror's proposed design and are not intended to be conclusive of all design aspects.

Phase 2: Rehabilitation/Installation

2.1 – Construction/Rehabilitation

As described in the introduction of the Scope of Work, construction/rehabilitation will be divided between NEO and the Municipality of Dusheti for the irrigation rehabilitation project in Mchadijvari community..

The work funded under this proposed subcontract between **NEO** and the selected offeror will consist of the following:

1. Repair lifting mechanism for water draining gate (2.4x3m) at the channel source.
2. Repair lifting mechanism for water discharge gate (1.4x1m) at the channel source.
3. Rehabilitation of lifting mechanism on water discharge (1.2x0.8m) at the beginning of the branch from the central channel. (quantity of lifting mechanisms to be verified on location);
4. Restoration of damaged concrete in channel – approximately 30m (length to be verified by design).
5. Connect irrigation channel to metal water pipe/culvert (d=600mm) to cross river at 5.1km of channel.
6. Clearing of brush, bushes, and plants growing in and along the channel.
7. Cleaning the channel surface – about 5000 m (length to be verified in design)
8. Cleaning soil from the channel – about 3300 m (length to be defined in design)
9. Removal of silt taken from the channel and spread outside the village on arable fields.
10. Cutting and removal of soil from the area along the channel (the level of cutting soil should be

lower than the highest point of the channel).

11. Connect final portion of the channel with the small mountain river.

The selected Offeror shall secure and isolate the worksite for the protection of its workforce and the general public. The selected Offeror shall prepare the sites where the proposed work will be located. The selected Offeror shall be responsible for clearing and grubbing the necessary areas and disposing of the rubbish at an approved facility.

The selected Offeror shall be responsible for all demolition; excavation; backfill; compaction, concrete works; fabrication, installation and assembly; plumbing and electrical work; and miscellaneous site improvements **associated with NEO activities** as per the approved final design documents.

The selected Offeror shall be responsible for all utility connections associated with the proposed improvements associated with NEO activities. The utilities shall include all provisions for water service, sanitary waste, and site drainage. The selected Offeror shall be responsible for locating and identifying all existing underground utilities, in order to avoid conflicts, prior to the start of construction. For utilities located underground, the selected Offeror shall be responsible for all required trenching and repairs necessary for a complete installation. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror under this phase.

Upon approval of the final design documents, the selected Offeror shall be responsible for procuring and/or fabricating all required components for the rehabilitation work as well as necessary materials for a complete installation. The selected Offeror shall be responsible for all permit fees, procurement, shipping, and storage, as required. Delays in fabrication and shipping shall be the responsibility of the selected Offeror.

The selected Offeror shall be responsible for the assembly and installation of all components associated with the rehabilitation work.

All assembly and installation shall be performed by qualified technicians and as per the final design documents. The work shall also include the patching and repair of all existing items disturbed by the selected Offeror during the assembly and installation. The selected Offeror shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The selected Offeror shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The selected Offeror shall be responsible for cleaning up the worksite following each workday.

During implementation of the project, the selected Offeror shall maintain a field progress journal to document work progress, difficulties and problem resolution.

2.2 – Environmental Compliance

The selected Offeror shall follow the established Environmental Monitoring & Mitigation Plan (EMMP) in order to comply with USAID requirements for the NEO program. The purpose of the EMMP is to monitor environmental impact of the work activities and define mitigation actions to be implemented. Using the prescriptions of the EMMP, the selected Offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The selected Offeror shall also maintain on file and provide to Chemonics, upon request, the monitoring and evaluation logs associated with the various activities of the project. The Mitigation Measures and the Monitoring and Evaluation Tracking Tables for this project are provided under Attachment E-2.

C. DELIVERABLES FOR ALL LOTS

Note: Deliverables 1, and 2 are under Phase 1 Design and deliverables 3, 4 and 5 are under Phase 2 Rehabilitation/Installation

The selected Offeror shall be responsible for the following deliverables for each Lot:

Deliverable 1: Mobilization and Implementation Plan

The selected Offeror shall develop and deliver a detailed Implementation Plan for review and approval by NEO prior to the start of work. The Implementation Plan shall include all the relevant elements identified in the Scope of Work. All submittals shall be in electronic (compact discs) and hard (3 sets – paper) format to Chemonics NEO for review and approval.

Deliverable 2: Design Documents

The selected Offeror shall be responsible for the development or revision of design documents (as applicable), as per the established design criteria, results of the kick-off meeting and Existing Site Details provided under Attachment C. The selected Offeror shall be responsible for the performance of the required topographic and boundary surveys, and all required soils and materials testing upon which to base the design as necessary. The design documents shall be developed as per the Scope of Work, and shall be submitted for review to NEO.

The design documents shall be prepared using AutoCAD (release 2006 or newer) and submitted in electronic (compact disks) and hard (3 sets – A-3 paper) formats.

Deliverable 3: Rehabilitation/Installation

The selected Offeror shall complete the rehabilitation in accordance with the approved project design documents and shall furnish all labor, tools, materials, equipment for the work associated with the rehabilitation of the water supply system. All materials, equipment and fabricated components procured for the project shall be new and free of defects, and shall only be installed contingent upon Chemonics inspection and approval. The work includes but is not limited to demolition, excavation, backfill, compaction, concrete works; plumbing works, welding, installation of hardware and fixtures, painting and final cleanup and repair of any items disturbed during the course of this rehabilitation, as specified in the SOW.

Deliverable 4: Final Report and Record Drawings

The selected Offeror shall submit a Final Report summarizing the work associated with the demolition, design, procurement, rehabilitation works, and water supply system improvements. The Final Report shall include a copy of the final design documents, record drawings, progress reports, EMMP, quality control measures, operation and maintenance manual (O&M Manual), if required, for all the installed systems. The Final Report shall also include a certification from the selected Offeror that the project was implemented as per the Design Documents and that the facilities are safe for the intended use. The Final Report shall be submitted in English (or Georgian) and in Microsoft Word format upon the completion and acceptance of the installations.

During implementation of the project, the selected Offeror shall maintain a set of the Final Design Documents upon which all field changes shall be noted. At the conclusion of the work, the selected Offeror shall develop record drawings to accurately reflect ‘as-built’ conditions of the work associated with this project. The record drawings shall be prepared using AutoCAD (release 2006 or newer) and submitted in electronic (compact disks) and hard (3 sets - paper) formats. The record drawings must be delivered to Chemonics and found to be acceptable prior to final issuance of payment.

Deliverable 5: Environmental Compliance and Monthly Reporting

The selected Offeror shall be responsible for implementing and monitoring of an Environmental Monitoring & Mitigation Plan (EMMP) in order to comply with USAID requirements for the NEO

program. The work shall include the monitoring and preparation of the evaluation reports during all phases of the project. On a **monthly** basis, the selected Offeror shall submit the evaluation report as per the format prescribed in the EMMP which is provided under Attachment E. The selected Offeror shall also submit monthly reports pursuant to the terms of this RFP.

SECTION 3: FIXED PRICE SUBCONTRACT TERMS AND CONDITIONS

In the event of a subcontract award resulting from an offer submitted in response to this RFP, the following terms and conditions will apply. Chemonics, at its own discretion, reserves the right to modify these terms.

PART 1. GENERAL

ARTICLE 1. ACRONYMS AND DEFINITIONS-

The following acronyms and definitions apply to this subcontract:

NEO	Georgia New Economic Opportunities (NEO) Initiative
CFR	Code of Federal Regulations
COP	NEO Chief of Party
FAR	Federal Acquisition Regulations
Subcontractor	< name of successful offeror >
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
937 and 110 §228.03	USAID Geographic Code 937 and 110, as defined in 22 CFR

ARTICLE 2. BACKGROUND AND PURPOSE

Chemonics International, under Contract No.AID-114-C-11-00001, is implementing the United States Agency for International Development (USAID) financed NEO Project. NEO is a four-year project that aims to improve rural incomes, reduce poverty levels, improve food security, and address critical economic and small-scale infrastructure constraints in targeted communities. NEO will achieve these goals through four components: community level economic development planning, rural economic development, assistance to strengthen highly vulnerable households and individuals, and promoting the sustainability of IDP households being rehabilitated with support from the U.S. Government (USG).

Under Component 1, Community level economic development planning, Chemonics is tasked with partnering with local communities to develop and/or update existing community economic development plans (EDP) and, in conjunction with the selected municipalities, to support approximately 84 communities by identifying and partially funding specific small-scale infrastructure projects from the EDP, with a priority placed on rehabilitating or upgrading water, sewage, and irrigation systems, and other projects with very direct economic benefits.

To foster sustainability and a sense of ownership, counterpart contributions from the corresponding local governments will be sought to leverage the impact of these small-scale infrastructure projects. Cash for work opportunities involving local unskilled labor force should be considered whenever feasible. There may also be opportunities to support the adoption of energy efficiency or green technologies, and these should be explored whenever they are in line with the projects overall results objectives. Each infrastructure project will be required to

contain a sustainability plan that clearly identifies required maintenance, costs, and funding sources; as well as an economic impact analysis.

Chemonics is contracting **< name of successful offeror >** to provide design and construction services for the small-scale infrastructure project detailed in Article 3 of this subcontract to be implemented in Tchongadze, Bazalet and Mchadijvari communities in Dusheti municipality. Chemonics and the municipality of Dusheti are collaborating in the execution of this small-scale infrastructure project. For the purposes of this subcontract, the Subcontractor shall provide only the specific services and deliverables identified herein which are being financed by the NEO contract. The counterpart contributions from Dusheti Municipality shall be financed and implemented under a separate agreement and the Subcontractor shall not be required to perform any work being financed directly by the municipality under separate agreement. Nevertheless, the Subcontractor may be required to collaborate and/coordinate with the municipalities' contractor during the implementation of this subcontract. Such collaboration shall be performed at the direction of Chemonics.

ARTICLE 3. SUBCONTRACT SCOPE OF WORK

TBD based on section 2 of the RFP and the successful offeror's proposal.

ARTICLE 4. SUBCONTRACT FUNDING AND TYPE

Chemonics International is issuing a firm fixed-price subcontract, under USAID Contract No. AID-114-C-11-00001 for the services and deliverables set forth herein. This subcontract is payable entirely in Georgian Lari (GEL). No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. Chemonics will not adjust the subcontract price due to fluctuations in currency exchange rates. Chemonics will only make changes in the subcontract price or time to complete due to changes made by Chemonics in the work to be performed, or by delays caused by Chemonics.

ARTICLE 5. PERIOD OF PERFORMANCE

The design phase (Phase I) of the contract will begin upon signature of the contract. For the construction phase (Phase II) of the contract, the Subcontractor shall not begin working until Chemonics' Authorized Representative has issued a Notice to Proceed. The Subcontractor may not invoice for any work performed prior the applicable start of that contract phase (signature or NTP). The effective date of this fixed price subcontract is **<TBD>**, and the completion date is **<TBD>**. The subcontractor shall submit the Deliverables/milestones set forth in Article 6 in accordance with the schedule stipulated therein.

ARTICLE 6. DELIVERABLE DUE DATES

The Subcontractor shall receive payment from Chemonics for services provided, in accordance with the schedule set forth below. **<to be completed based on offeror's proposal>**

Deliverables

Number	Title (Description)	Due Date
1	Mobilization and Implementation Plan	TBD
2	Design Documents	TBD
3	Rehabilitation/Installation	TBD
4	Final Report and Record Drawings	TBD
5	Environmental Compliance and Monthly Reporting	TBD

ARTICLE 7. PROGRESS REPORTS

In order to track the Subcontractor's progress under this subcontract, the Subcontractor shall be required to submit a progress report every month summarizing the Subcontractor's progress under each deliverable, observations resulting from weekly inspections, difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports and other matters related to this subcontract, including updates to the construction schedule. These monthly reports shall be submitted via email to Chemonics.

A final report summarizing the overall activity carried out under this subcontract must be submitted prior to final acceptance.

ARTICLE 8. RELATIONSHIP BETWEEN THE PARTIES

(a) Nothing contained herein shall be understood or implied as establishing a relationship of principal and agent between Chemonics and the Subcontractor. The Subcontractor and its agents and employees shall act in an independent capacity and not as officers or agents of Chemonics in the performance of this agreement except that the Subcontractor may function as Chemonics' agent as may be specifically set forth in this agreement.

(b) Any and all employees of the Subcontractor, while engaged in the performance of any work or services required by the Subcontractor under this Agreement, shall be considered employees of the Subcontractor only and not of Chemonics and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the Subcontractor 's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Subcontractor.

(c) The Subcontractor, under this agreement, has complete charge of its any second tier subcontractors (if any are authorized under the terms of this subcontract) and/or vendors, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

ARTICLE 9. AUTHORIZED REPRESENTATIVES

Any action, modification, notice, request, or consent required to be given or made pursuant to the terms and conditions included in this subcontract must be in writing and may only be made by the authorized officials specified below or their designee:

For Chemonics:

Christopher R. Smith
Kirk Ramer

Senior Vice President, Contracts
Chief of Party, NEO

For Subcontractor:

TBD upon subcontract award

ARTICLE 10. REPORTING AND COMMUNICATIONS

The Subcontractor shall render the services and produce the deliverables stipulated in this subcontract under the general supervision of the Chemonics NEO Chief of Party (COP), Mr. Kirk Ramer or his designee. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract. The NEO COP will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract with the assistance of the following individuals:

Technical direction during the performance of the subcontract shall be provided by the NEO Engineer or NEO designee. The authorized NEO Engineer for this subcontract is **Erekle Chkhikvadze** (Echkhikvadze@georgianeogeo). The Subcontractor shall meet **weekly** with the **NEO Engineer** to discuss progress against the project schedule, potential change orders, etc. Subcontractor shall prepare and submit to **the NEO Engineer** meeting minutes and updated schedule (if necessary). The Subcontractor shall have appropriate technical staff attend these meetings as necessary.

Contractual guidance shall be provided by the Chemonics NEO Grants and Subcontract Director, Rusudan Kacharava. The Subcontractor shall address all contractual-related inquiries and correspondence to the **NEO Grants and Subcontracts Director at subcontracts@georgianeogeo**.

The Subcontractor shall submit all reports, deliverables, and invoices to the attention of both the **NEO Engineer** and **NEO Grants and Subcontracts Director**.

ARTICLE 11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Georgia and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable U.S Government Federal Acquisition and USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Article 64, Clauses Incorporated by Reference.

ARTICLE 12. GOVERNING LANGUAGE

The Subcontract is executed in English language. In the event of a discrepancy between the Georgian and English translations and for all matters relating to the meaning and/or interpretation of this Subcontract, the English language shall be the binding and controlling language.

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

ARTICLE 13. PRICE SCHEDULE

The Subcontractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this subcontract for the fixed price of **<TBD>**. This price includes all licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

ARTICLE 14. PAYMENT TERMS

As consideration for the delivery of all of the products and services stipulated hereunder, Chemonics will pay the Subcontractor the total fixed price stipulated in Article 13. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 5 - Period of Performance. Chemonics will pay the total price through a series of installment payments ("progress payments").

Chemonics will make each payment, in Georgian Lari, less the retention amount as detailed in Article 15, after Subcontractor's successful completion of the corresponding deliverable indicated in the following table: **TBD upon subcontract award**

Deliverables		
Number	Activity	Amount to be Paid
1	Mobilization and Implementation Plan	TBD
2	Design Documents	TBD
3	Rehabilitation/Installation	TBD
4	Final Report and Record Drawings	TBD
5	Environmental Compliance and Monthly Reporting	TBD

Chemonics will only pay and the Subcontractor may only submit invoices for payment for deliverables that have been accepted and approved by the NEO Engineer. Chemonics will pay the Subcontractor's invoice, less the retention amount as detailed in Article 15, within thirty (30) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by Chemonics;
- b) the Subcontractor has delivered a proper invoice, pursuant to the requirements outlined in Article 16.

Payment will be made in Georgian Lari to the account specified in the Subcontractor's invoice. Payment of unpaid balances will be paid upon Subcontractor's completion and Chemonics' final acceptance of all works and deliverables required hereunder. Any invoices

for services rendered and deliverables submitted—but not accepted by Chemonics—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that Chemonics may approve the deliverables and thus the invoice.

ARTICLE 15. RETENTION

10% shall be withheld from each progress payment as a retention amount. Pursuant to the terms and conditions included in this subcontract, **50%** of the retention amount shall be released upon issuance of the Certificate of Substantial Completion and the remaining **50%** shall be released after the issuance of the Certificate of Final Acceptance by Chemonics.

ARTICLE 16. INVOICE REQUIREMENTS

The Subcontractor shall present an invoice to Chemonics only for services and products that have been accepted and approved by Chemonics. The invoice must be an original invoice, submitted to:

Chemonics International Inc.
USAID/NEO Office
6a N. Ramishvili St.
0179, Tbilisi, Georgia

Attention: Rusudan Kacharava, Grants and Subcontracts Director

To constitute a proper invoice, the Subcontractor must include the following information:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s).
3. Subcontractor's bank account information to which payment shall be sent and preferred method of payment.
4. Subcontractor Certification, as described below:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that the invoice has been prepared from the books and records of the Subcontractor in accordance with the terms of Subcontract No. **<enter subcontract #>**, and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this subcontract, all required approvals have been obtained pursuant to the terms of this subcontract, and any appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of the applicable laws of Georgia, and any applicable laws of the United States Government;
- (3) This request for progress payments does not include any amounts which Chemonics intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Signature of Authorized Representative)

(Title)

(Date)

ARTICLE 17. TAXES AND DUTIES

The services performed under this subcontract are funded by the United States Government and shall, therefore, be exempt from payment of any taxes, duties, fees, levies, and any other impositions for which Chemonics is exempt. The Subcontractor shall not pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the 1996 Agreement between the United States of America and of Georgia. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by Chemonics. The Subcontractor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier, if any.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this subcontract.

Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 18. REPORTING OF FOREIGN TAXES

- (a) The Subcontractor must annually submit a report to Chemonics by April 1 of the next year.
- (b) Contents of Report. The report must contain:
 - (i) Subcontractor's name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Subcontract and/or Agreement number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at

\$500 or more financed with U.S. foreign assistance funds under this Agreement during the prior U.S. fiscal year.

- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the Subcontractor during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the Subcontractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Sub-agreements. The Subcontractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

(e) For further information see <http://www.state.gov/m/rm/c10443.htm>.

ARTICLE 19. SET-OFF CLAUSE

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this subcontract or any other agreement the amount of any claim or refunds Chemonics may have against the Subcontractor.

PART 3. GENERAL TERMS AND CONDITIONS

ARTICLE 20. INSURANCE COVERAGE

During the entire period of performance of this subcontract, the Subcontractor shall carry and maintain insurance and shall procure, or cause to be procured by its subcontractors, valid insurance policies, as required and prescribed by United States and the laws of Georgia:

1. General liability insurance equal to the value of the contract as required by the laws of Georgia, and any other applicable laws and as prescribed;
2. Worker's compensation insurance covering each employee to the extent required by the Defense Base Act of the United States.

Subcontractor shall be responsible for any and all damages not covered through the Subcontractor's general liability insurance, including but not limited to destruction of works, harm to subcontractor personnel and/or third parties, for whatever cause. Subcontractor shall provide current Insurance Certificates reflecting the above coverage and required endorsements. Renewal certificates and endorsements are to be provided to Chemonics at least 30 days prior to expiration. In the event that a certificate is not available the subcontractor shall provide the Declarations from the above policies which include insurer name, policy number, policy dates and summary of coverage.

ARTICLE 21. INDEMNITY

(a) Subcontractor agrees to indemnify and save harmless USAID and Chemonics, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Subcontractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or designs or services purchased or provided under this Subcontract except to the extent that such damage is due to the negligence of Chemonics;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Chemonics, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.

(b) Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this subcontract, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Subcontractor shall refund to Chemonics all monies paid Subcontractor for the infringing goods and services.

ARTICLE 22. AUTHORIZED USAID GEOGRAPHIC CODES

The authorized USAID geographic codes applicable to this subcontract are **Code 937 and 110**. All commodities and services supplied under this subcontract must meet the requirements of these geographic codes in accordance with the US Code of Federal Regulations (CFR), [22 CFR §228](#)

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, Syria or any countries listed as prohibited sources in ADS 310. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

ARTICLE 23. INSPECTION AND ACCEPTANCE

Chemonics will inspect on at least a **weekly** basis the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

Neither Chemonics review, approval or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this subcontract, and the Subcontractor shall be and will remain liable to Chemonics in accordance with applicable laws for all damages caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

ARTICLE 24. BRANDING POLICY

It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Marking of construction site(s) shall comply with the USAID Graphics Standard Manual available at www.usaid.gov/branding, or any successor branding policy. The Subcontractor may request specific guidance on marking requirements from Chemonics.

ARTICLE 25. INTELLECTUAL PROPERTY RIGHTS

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this subcontract will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that the Subcontractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this fixed price subcontract, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the subcontract. The Subcontractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

ARTICLE 26. ASSIGNMENT AND DELEGATION

This Subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Chemonics. Absent such consent, any assignment is void.

ARTICLE 27. CHANGES

In accordance with FAR Clause 52.243-4 "Changes" (JUN 2007), Chemonics may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of Chemonics' authorized representatives.

ARTICLE 28. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) Governing Law. This subcontract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes with the Government. Chemonics' Prime Contract with the USG is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of the performance of this Subcontract that relates to any decision of the Government under the Prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics shall also bind the Subcontractor to the extent that it relates to this subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim,

as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Chemonics and the Subcontractor.

(2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this subcontract ("Dispute") that is covered by (b) above.

(1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (c)(2) below.

(2) *Executive Consultation.* For Disputes submitted to Executive consultation, each party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Subcontractor, such designee shall be a {insert level of authority} or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the parties, the claiming Party may proceed under subparagraph (c)(3) below.

(3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this subcontract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(d) Obligation to perform work. Subcontractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

ARTICLE 29. FORCE MAJEURE

For the purposes of this subcontract, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either Chemonics or the Subcontractor—and which makes a Party's performance of its obligations under the subcontract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

ARTICLE 30. TERMINATION

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference herein.

In the event of a termination for convenience of this subcontract in whole or in part, the COP will deliver to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the subcontract (unless the notice directs otherwise), and (2) deliver to the **NEO Engineer** all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this subcontract, whether completed or in process. Chemonics shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract, or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

ARTICLE 31. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics' written approval to undertake such activities.

ARTICLE 32. ENGAGING CHILD LABOR

Chemonics neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Georgian labor law, the minimum age for full-time employment under this subcontract is **16** years of age. The Subcontractor shall remunerate employees and consultants employed under this fixed price subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform Chemonics in writing, within 24 hours, if it discovers that:

1. A child under the age of 16 has been employed by the Subcontractor; or
2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of 16; or
3. An individual under the age of 16 has been employed in hazardous work by the Subcontractor; or
4. The Subcontractor, or an employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of 16 for hazardous work.

In the event that Chemonics discovers any violations of the provision above, Chemonics may unilaterally terminate the Subcontract for default. Failure to comply with the provision above may result in termination of the subcontract for default by Chemonics. Chemonics may request refunds of any amounts paid for child labor in violation of this provision.

ARTICLE 33. ANTI-KICKBACK (CORRUPTION)

The following definitions apply to this clause:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the NEO office or any of its employees, the Subcontractor or Subcontractor employees, or subcontractors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the subcontract price charged by the Subcontractor to Chemonics.

When the Subcontractor has reasonable grounds to believe that a violation described in the above paragraph may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to Chemonics, who shall forward the report to the USAID Inspector General for investigation. The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in the paragraph above.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any lower tier contract it may issue under this subcontract.

ARTICLE 34. TERRORIST FINANCING PROHIBITION

The Subcontractor 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 Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in any lower tier subcontracts issued under this subcontract.

ARTICLE 35. SITE RESPONSIBILITY

If required, Chemonics will assist Subcontractor with access to the project site ("Site") and all available Site information as deemed necessary. Subcontractor's services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Subcontractor. Chemonics agrees that each such other party will be solely responsible for its working conditions and safety on the Site. Subcontractor's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. Subcontractor is not responsible for job performance safety at the Site, other than for Subcontractor's employees, and that Subcontractor does not have the right or duty to stop the work of others. Security for the Subcontractor's personnel, equipment, and offices shall be the responsibility of the Subcontractor.

ARTICLE 36. LIQUIDATED DAMAGES

In accordance with FAR Clause 52.211-12 "Liquidated Damages" – Construction (SEPT 2000), if the Subcontractor fails to complete any deliverable as described in Article 3 within the time specified in the Subcontract, or within any extension granted in writing by

Chemonics, the Subcontractor shall pay to Chemonics as liquidated damages, the sum of GEL 100 for each day of delay. The maximum amount of liquidated damages may not exceed 10 percent of contract value.

PART 4. SPECIAL TERMS AND CONDITIONS

ARTICLE 37. KEY PERSONNEL

The following personnel have been designated as key under this subcontract key personnel and are considered to be essential to the work being performed there under. Prior to diverting any of these individuals to other duties, the Subcontractor shall notify Chemonics reasonably in advance and shall submit a justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on the subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics.

The following positions are considered key personnel under this subcontract:

TitleName

Project Manager

Design Engineer;

Civil/water Engineer

Irrigation Engineer (Mchadijvari only)

Site Superintendent/Quality Manager

ARTICLE 38. TECHNICAL DIRECTION

The following terms and conditions apply to any technical direction under this subcontract:

- (a) "Technical direction" is defined to include:
 - (1) Written directions to the Subcontractor which provide details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work of this subcontract.

- (b) The **NEO Engineer** is authorized by the NEO COP to take any or all of the following actions:
 - (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.

- (3) Perform acceptance-related activities and verification for Chemonics.
 - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "Chemonics NEO Technical Advisor" with a copy furnished to the Chemonics NEO Grants and Subcontracts Director.
 - (5) Issue written interpretations of technical requirements of Chemonics drawings, designs, and specifications.
 - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the NEO COP and Grants and Subcontracts Director incidents of faulty or nonconforming work, delays or problems.
- (c) The **NEO Engineer** is not empowered to award, agree to, or sign any subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by Chemonics. The **NEO Engineer** may not take any action which may impact on the subcontract schedule, funds, scope or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the COP and/or Chemonics Senior Vice President of Contracts, in consultation with the **NEO Engineer**.
- (d) The **NEO Engineer** is required to meet as appropriate with the Subcontractor and the Subcontracts and Procurement Specialist concerning performance of items delivered under this subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the NEO Grants and Subcontracts Director.
- (e) In the absence of the designated **NEO Engineer**, the **COP** may designate someone to serve in his place. However, such action to direct an individual to act in the **NEO Engineer's** place shall immediately be communicated to the Subcontractor.
- (f) Contractual problems, of any nature, that may arise during the life of the subcontract must be handled in conformance with the terms of this subcontract and pursuant to any specific ad applicable public laws and regulations. The Subcontractor and the **NEO Engineer** shall bring all contracting problems to the immediate attention of the NEO COP and NEO Grants and Subcontracts Director. Only the Chemonics Senior Vice President of Contracts is authorized to formally resolve such problems and is responsible for resolving legal issues, determining subcontract scope and interpreting subcontract terms and conditions. The Chemonics Senior Vice President of Contracts is the sole authority authorized to approve changes in any of the requirements under this subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the Chemonics Senior Vice President of Contracts, the change will be considered to have been made without authority.

- (g) Failure by the Subcontractor to report to the COP or the NEO Grants and Subcontracts Director any action by Chemonics considered to a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

ARTICLE 39. STANDARD OF CARE

Subcontractor shall perform the services stipulated in this subcontract and in any subsequent change order as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable United States-based engineering consulting companies in the same or similar locality at the time of performance ("Standard of Care"). NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Subcontractor fails to perform in accordance with the Standard of Care, Chemonics agrees that the damages for which Subcontractor shall be liable, if any, shall be limited to that proportion of such damages which is attributable to Subcontractor's percentage of fault, subject to any other limitations otherwise set forth in this subcontract.

ARTICLE 40. MATERIAL AND WORKMANSHIP (FAR CLAUSE 52.236-5)

All equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Chemonics **NEO Engineer**, is equal to that named in the specifications, unless otherwise specifically provided for in this subcontract. The Subcontractor shall perform all work under this subcontract in a skillful and workmanlike manner. Chemonics reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

ARTICLE 41. INDEPENDENT REVIEWS AND QUALITY CONTROL BY SUBCONTRACTOR (FAR 52.236-23)

The Subcontractor is required to carry out the services required in this subcontract in accordance with the standard of care applicable to members of the design profession. The Subcontractor is responsible for the professional quality and technical accuracy of the work required under this subcontract and may be liable for costs to Chemonics resulting from errors or deficiencies in designs, tests and assessments furnished under this subcontract.

The Subcontractor shall be responsible for obtaining review and approval by applicable regulatory agencies. The Subcontractor shall coordinate with Chemonics prior to reviews and approvals with regulatory agencies to ensure that all necessary documentation has been provided. The Subcontractor's Design Professional shall be responsible for incorporating required and or requested revisions.

All construction work provided by the Subcontractor shall comply with Georgia's Codes and Standards for construction pertinent to this work. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Assurance Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the subcontract. The Subcontractor shall provide copies of inspection reports to the **NEO Engineer** pursuant to the reporting requirements established in this subcontract

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the COP or **NEO Engineer**.

ARTICLE 42. ANTIQUITIES

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify Chemonics of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. Chemonics shall then consult with the appropriate authorities, and advise the subcontractor of the proper course of action. The Subcontractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or artifact.

ARTICLE 43. DIFFERING SITE CONDITIONS (FAR 52.236-2)

The Subcontractor shall promptly give a written notice Chemonics of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this subcontract, (2) unknown physical conditions at the site that differ materially from those indicated in this subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this subcontract.

No request by the subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed, unless the Subcontractor has given the required written notice.

No request by the Subcontractor for an equitable adjustment to the subcontract for unexpected site conditions shall be considered by Chemonics if made after final payment under this subcontract.

ARTICLE 44. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (FAR 52.236-3)

The Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Subcontractor also

acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertained from an inspection of the site. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Chemonics. Chemonics assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Chemonics.

ARTICLE 45. SUPERINTENDENCE BY THE SUBCONTRACTOR (FAR 52.236-6)

At all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Superintendent who is approved and accepted by Chemonics. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized Chemonics personnel.

ARTICLE 46. RESPONSIBILITY OF THE ARCHITECT-ENGINEER SUBCONTRACTOR (FAR 52.236-23)

(a) The Subcontractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Subcontractor under this subcontract. The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither Chemonics review, approval or acceptance of, nor payment for, the services required under this subcontract shall be construed to operate as a waiver of any rights under this subcontract or of any cause of action arising out of the performance of this subcontract, and the Subcontractor shall be and remain liable to Chemonics in accordance with applicable law for all damages to Chemonics caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

(c) The rights and remedies of Chemonics provided for under this subcontract are in addition to any other rights and remedies provided by law.

(d) If the Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 47. PERMITS AND RESPONSIBILITIES

The Subcontractor shall, without additional expense to Chemonics, be responsible for obtaining any necessary licenses and permits, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor's fault or negligence. The Subcontractor shall also be responsible for all

materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the subcontract.

ARTICLE 48. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, Chemonics may have the necessary work performed and charge the cost to the Subcontractor.

ARTICLE 49. OPERATIONS AND STORAGE AREAS (FAR 52.236-10)

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of NEO Engineer and shall be built with labor and materials furnished by the Subcontractor without expense to Chemonics. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges, or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

ARTICLE 50. USE AND POSSESSION PRIOR TO COMPLETION (FAR 52.236-11)

Chemonics shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Chemonics shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that Chemonics intends to take possession of or use. However, failure of Chemonics to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Possession or use by Chemonics shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While Chemonics has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from Chemonics' possession or use, notwithstanding the terms of Article 47, "Permits and Responsibilities."

ARTICLE 51. CLEANING UP (FAR CLAUSE 52.236-12)

The Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Chemonics. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the Chemonics the **NEO Engineer**.

ARTICLE 52. ACCIDENT PREVENTION (FAR 52.236-13)

The Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor's personnel, property, materials, supplies, and equipment exposed to Subcontractor's operations and activities; (2) avoid interruptions in Chemonics operations, and avoid delays in project completion dates; and, (3) control costs in the performance of this subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

ARTICLE 53. AVAILABILITY AND USE OF UTILITY SERVICES (FAR 52.236-14)

The Subcontractor, at its expense and in a workman like manner and to the satisfaction of the **NEO Engineer**, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by Chemonics, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 54. SCHEDULES FOR CONSTRUCTION SUBCONTRACTS (FAR 52.236-15)

The Subcontractor, shall, within five days after the effective date of the subcontract or another period of time determined by the **NEO Engineer**, prepare and submit for approval to the **NEO Engineer** three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, Chemonics may withhold approval of progress payments until the Subcontractor submits the required schedule.

If, in the opinion of the Chemonics the **NEO Engineer**, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, without additional cost to Chemonics. In such circumstances, Chemonics may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit schedules in chart form as the **NEO Engineer**

deems necessary to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified period of performance of the subcontract.

Failure of the Subcontractor to comply with the requirements of the **NEO Engineer** under this clause shall be grounds for a determination by the NEO Engineer that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the period of performance specified in the subcontract. Upon making this determination, Chemonics may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.

ARTICLE 55. QUANTITY SURVEYS (FAR 52.236-16, ALT 1)

Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place. Chemonics reserves the right to conduct such surveys. However it is required that the Subcontractor conduct the original and final surveys and surveys for any periods for which progress payments are requested.

ARTICLE 56. LAYOUT OF WORK (FAR 52.236-17)

The subcontractor shall lay out its work from Chemonics' established baselines and benchmarks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the **NEO Engineer**. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by the **NEO Engineer** until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the **NEO Engineer**, the Subcontractor shall replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

ARTICLE 57. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21)

The Subcontractor shall keep a copy of the drawings and specifications on the work site and shall give the **NEO Engineer** who shall promptly make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. The **NEO Engineer** shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

ARTICLE 58. EXCUSABLE DELAYS (FAR 52.249-14)

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the construction schedule and activities and may require a time extension to the subcontract. Chemonics may consider a time extension due to excusable delays under the following circumstances:

(a) Except for defaults of lower-tier subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises

from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless —

- (1) The lower-tier subcontracted supplies or services were obtainable from other sources;
- (2) Chemonics ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- (3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, Chemonics shall ascertain the facts and extent of the failure. If Chemonics determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of Chemonics under the termination clause of this subcontract.

ARTICLE 59. REMEDIAL WORK

The NEO Engineer, or his authorized representative, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by the NEO Engineer not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the NEO Engineer may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

ARTICLE 60. SUBSTANTIAL COMPLETION

"Substantial Completion" means the stage in the progress of the work as determined and certified by the COP in writing to the Subcontractor, in which the work (or a portion designated by Chemonics) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the COP or authorized Chemonics representative as of which substantial completion of the work has been achieved.

Chemonics shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the **NEO Engineer** or an authorized Chemonics representative (including any required tests), the COP shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Schedule of Defects" listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the COP to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Chemonics' possession or use upon substantial completion shall not be deemed an acceptance of any work under the subcontract.

ARTICLE 61. CORRECTION OF DEFECTS

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 90 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The COP shall give notice to the Subcontractor of any defects before the end of the defects liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by Chemonics, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period and which arises from, either:

- any defective materials, workmanship or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the COP's notice. If the Subcontractor has not corrected a defect within the time specified in the COP's notice, the COP will assess the cost of having the defect corrected, and the Subcontractor will pay this amount.

ARTICLE 62. FINAL COMPLETION AND ACCEPTANCE

"Final completion and acceptance" means the stage in the progress of the work as determined by the COP and confirmed in writing to the Subcontractor, at which all work required under the subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."

The "date of final completion and acceptance" means the date determined by the COP when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principle place of performance or at any other location where the services are performed and reports and deliverables are produced of submitted. The **NEO Engineer** has been delegated authority to inspect and accept all services, reports, and required deliverables.

The Subcontractor shall give the COP at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the COP determines that the work is not ready for final inspection and so informs the Subcontractor.

If the COP is satisfied that the work under the subcontract is complete (with the exception of continuing obligations), the COP shall issue to the Subcontractor a "Certificate of Final Acceptance" and make final payment upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the COP in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

ARTICLE 63. DESIGN WITHIN FUNDING LIMITATIONS (FAR 52.236-22)

The Subcontractor shall accomplish the design services required under this subcontract so as to permit proceeding with the construction of the works, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the total firm fixed price set forth herein. If necessary, the Subcontractor shall perform such redesign and other services as are necessary and at no additional cost so as to permit completing the work within the firm fixed price of this subcontract.

PART 5. CLAUSES INCORPORATED BY REFERENCE

ARTICLE 64. CLAUSES INCORPORATED BY REFERENCE

This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far/> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under

these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

Federal Acquisitions Regulation (FAR) Clauses

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (MAY 1997)
52.203-12	LIMITATION OF PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-50 (Alt I)	COMBATING TRAFFICKING IN PERSONS (8/07)
52.223-6	DRUG FREE WORKPLACE (JAN 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB, 2000)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-9	REFUND OF ROYALTIES (APR 1984)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JAN 1991)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-16	QUANTITY SURVEYS (ALT I) (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)
52.242-14	SUSPENSION OF WORK (4/84)
52.242-15	STOP-WORK ORDER (APR 1984)
52.243-1 (Alt I)	CHANGES – FIXED PRICE (AUG 1987)
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (8/96)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-21	WARRANTY OF CONSTRUCTION (APR 1984)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984)
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (4/84)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

Agency for International Development Acquisitions Regulation (AIDAR) Clauses

AIDAR NUMBER	CLAUSE	TITLE AND YEAR
752.202	Alt.70 and Alt.72	DEFINITIONS ALT. 70/ALT.72 (JANUARY, 1990)
752.211-70		LANGUAGE AND MEASUREMENT (JUNE, 1992)
752.225-70		SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEBRUARY, 2007)
752.228-3		WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
752.228-9		CARGO INSURANCE
752.228-70		MEDICAL EVACUATION (MEDEVAC) SERVICES
752.7005		SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCTOBER, 1997)
752.7009		MARKING (JANUARY, 1993)
752.7025		APPROVALS (APRIL, 1984)
752.7027		PERSONNEL (DECEMBER, 1990)
752.7033		PHYSICAL FITNESS (JULY, 1997)
752.7034		ACKNOWLEDGEMENT AND DISCLAIMER (DECEMBER, 1991)
752.7010		VOLUNTARY POPULATION PLANNING ACTIVITIES (6/2008)

Attachment A: Letter of Transmittal

The following letter must be completed and submitted with any offer:

Date: _____ *(insert date)* _____

To: Chemonics International Inc., USAID/NEO Office
Attention: Subcontracts Team
6a N. Ramishvili St.
0179, Tbilisi, Georgia
subcontracts@georgiano.ge
Telephone: + (995 32) 225 05 61/71/81

RE: Letter of Transmittal, RFP No. **010b**

(insert name of company) hereby proposes the attached offer to perform all work required for the Design and Construction of:

Lot 1: Water Supply System in Ananuri Community, Tsikhisdziri Village

Lot 2: Water Supply System in Bazaleti Community, Bazaleti Village

Lot 3: Rehabilitation of Narekvavi Irrigation channel in Mchadijvari community, Tsitsamura, Kvemo Shuakhevi, Mchadijvari and Lamovani Villages

Please find attached our detailed Technical Volume (including past performance information and required certifications) and Cost Volume, as called for in the RFP.

We hereby certify that the representations and certifications submitted to the NEO project are current and valid and that we have a valid license to perform the work called for in this RFP. We also acknowledge and agree to all of the terms and conditions, special provisions, and instructions included in the above referenced RFP. We further certify that *(insert name of company)*, as a firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms and conditions of this solicitation and under USAID regulations.

We hereby certify that the representations, certifications, and other statements submitted to NEO are accurate, current, and complete.

Company Name

Name and title of authorized representative

Signature

Date **Attachment B: Required Representations and Certifications**

The following certifications must be completed and submitted in the Technical Volume of any proposal.

ATTACHMENT B.1 CERTIFICATION OF COMPLIANCE

_____ (*insert name of company*) (hereinafter called the "offeror")

The Offeror hereby certifies the following:

1. Authorized Negotiators

The Company Name proposal in response to RFP No. 010b may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to RFP No.010b.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

2. Adequate Financial Resources

Company Name has adequate financial resources to manage any subcontract resulting from this offer.

3. Ability to Comply

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

4. Record of Performance, Integrity, and Business Ethics

Company Name's record of integrity is outstanding. Company Name has no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Volume.

5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

(Offeror should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the subcontract type.)

6. Equipment and Facilities

(Offeror should state they have necessary facilities and equipment to carry out the subcontract.)

7. Eligibility to Receive Award

(Offeror should state that they are qualified and eligible to receive an award under applicable laws and regulation and if they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here as well, if applicable.)

8. Commodity Procurement

As applicable to this RFP.

9. Cognizant Government Audit Agency

(Offeror should provide name, address, phone of their auditors, and whether it is DCAA or independent CPA, if applicable)

10. Acceptability of Subcontract Terms and Conditions

The offeror has reviewed the solicitation document and attachments and agrees to the terms and conditions set forth therein.

11. Organization of Firm

(Offeror should explain how their firm is organized – for example regionally or by technical practice)

Company Name

Name and title of authorized representative

Signature

Date

ATTACHMENT B-2: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, PER FAR 52.203-2 (APR 1985)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) The offeror certifies that—

(1) The prices 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—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices 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 contract 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 a 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 signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) 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 paragraphs (a)(1) through (a)(3) of this provision
_____ [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's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2) (i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

_____ (*insert name of company*)
(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-3: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, PER FAR 52.203-11 (SEP 2005)

_____ (*insert name of company*) (hereinafter called the "offeror")

(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 on or after December 23, 1989—

(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 this subcontract;

(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 the Chemonics Chief of Party; 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 subcontract imposed by section 1352, Title 31, United States Code. Any person who makes an 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.

_____ (*insert name of company*)

(Offeror)

BY (Signature) _____ TITLE _____

TYPED NAME _____ DATE _____

ATTACHMENT B-4: TAXPAYER IDENTIFICATION, PER FAR 52.204-3 (OCT 1998)

_____ (*insert name of company*) (hereinafter called the "offeror")

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting subcontract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the subcontract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting subcontract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).