

Blanket Purchase Agreement (BPA) Request for Quotations (RFQ) for Services

RFQ Number: KeG-OPS-011

Issuance Date: May 13, 2024

Deadline for Offers: May 22, 2024

Description Monthly IT Support and Maintenance Services

For: USAID/Kosovo e-Governance Activity

Funded By: United States Agency for International Development (USAID),

Contract No. 7200AA21D00015/72016723F00001

Implemented By: Chemonics International Inc.

Point of Contact: Allma Bajrami HR and Procurement Assistant

***** ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *****

Chemonics is committed to integrity in procurement, and only selects Vendors based on objective business criteria such as price and technical merit. Chemonics expects Vendors to comply with our Standards of Business Conduct, available at https://www.chemonics.com/our-approach/standards-business-conduct/.

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any Vendor offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFQ must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery ad kickbacks.

Please contact businessconduct@chemonics.com, Gregory Robins COP, grobins@egovkosovo.org with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Headquarters office through the contact information listed on the website found at the hyperlink above.

Section 1: Instructions to Offerors

1. Introduction: The Kosovo e-Governance Activity Project is a USAID program implemented by Chemonics International in Kosovo. The goal of the e-Governance Activity is to improve the Government of Kosovo's digital service delivery and management of digital government systems by clarifying institutional roles and processes, strengthening institutional capacity to deliver services, and engaging civil society and the private sector. The activity will accelerate transformation into an agile digital government, which ensures that Kosovans receive high quality, efficient and accessible government services. As part of project activities, the Kosovo e-Governance Activity requires the purchase of IT Support and Maintenance Services. The purpose of this RFQ is to solicit quotations for these services.

The purpose of this RFQ is to solicit quotations from eligible Vendors for as-needed, ad hoc purchases of IT Support and Maintenance Services. As a result of this RFQ, the Kosovo e-Governance Activity Project anticipates issuing a blanket purchase agreement (BPA)—or possibly multiple BPAs—to establish specific pricing levels and parameters for ordering these services. This will allow the Kosovo e-Governance Activity to issue specific purchase orders, on an as-needed basis, for the procurement of these services over the next 12 (twelve) months. The Vendor shall furnish the services described in any purchase orders issued by Chemonics under this BPA. Chemonics is only obligated to pay for services ordered through purchase orders issued under this BPA and delivered by the vendor in accordance with the terms/conditions of this BPA.

Offerors are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

- 2. Offer Deadline and Protocol: Offers must be received no later than 3:00 PM local Pristina time local on May 22, 2024, by email to Procurement@egovkosovo.org

 Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will be considered only at the discretion of Chemonics.
- 3. **Questions**: Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 3:00 PM local Pristina time on May 17, 2024, by email to Procurement@egovkosovo.org. Questions and requests for clarification—and the responses thereto—that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Chemonics will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Chemonics or any other entity should not be considered as an official response to any questions regarding this RFQ.

- 4. **Scope of Work**: Section 3 contains the Scope of Work for the required services that may be ordered under the BPA and technical qualifications that the selected offeror must possess.
- 5. **Quotations**: At this time, specific quantities to be purchased under any BPA resulting from this RFQ are unknown. Specific quantities will depend on the needs of the Kosovo e-Governance Activity. Individual purchase orders will be issued under the BPA agreement, as the need arises for additional services. The per-unit pricing in quotations in response to this RFQ must be

priced on a fixed-price, all-inclusive basis, including all other costs. Pricing must be presented in Euro. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Prices quoted must remain fixed for a minimum of 12 (twelve) months. Offerors are requested to provide quotations on official letterhead or quotation format; in the event this is not possible, offerors may complete the table in Section 3.

In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- Company profile or 2-3 pages introduction to company's areas of expertise and practice, and description of the team and main clients
- Contact information for at least three (3) references of past or present clients indicating the relevant services carried out in the last three (3) years that best illustrate the company's qualifications and past performance.

The price quotation be submitted separately from above documents. All other parts of this quotation must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

- 6. **<u>Delivery</u>**: As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
- 7. **Source/Nationality/Manufacture**: All services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), <u>22 CFR §228</u>. The cooperating country for this RFQ is Kosovo.

Offerors may <u>not</u> offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company will not be accepted. If quotes include items from these entities please note that they will be deemed not technically responsive, and excluded from competition.

8. Taxes and VAT:

The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies will be paid under any order resulting from this RFQ.

9. <u>UEI Number:</u> Companies or organizations, whether for-profit or non-profit, shall be requested to provide a a Unique Entity Identifier (UEI) number if selected to receive an award and the total cumulative amount of all POs under this BPA will be greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement noting their intention to obtain a UEI number should it be selected as the successful offeror or explaining

why registration for a UEI number is not possible. Contact <u>sam.gov</u> to obtain a UEI number. Further guidance on obtaining a UEI number is available from Chemonics upon request.

- 10. **Eligibility**: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
- 11. **Evaluation and Award**: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements and is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:
 - **Cost 50 points:** The overall cost presented in the offer for services;
 - **Corporate Capabilities and quality- 20 points:** Chemonics will evaluate whether is the company experience relevant to the services requested and quality of services offered.
 - **Performance-30 points**: Offerors must include a minimum of 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed "non-responsive" and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct any of the following:

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various Vendors, if in the best interest of the Kosovo e-Governance Activity Project.
- Chemonics may cancel this RFQ at any time.
- Chemonics may reject any and all offers, if such action is considered to be in the best interest of Chemonics.
- 12. <u>Terms and Conditions</u>: This is a RFQ only. Issuance of this RFQ does not in any way obligate Chemonics, the <u>Kosovo e-Governance Activity</u> Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Chemonics' standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

(a) Chemonics' standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment for purchase orders issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding BPA award; payment will not be issued to a third party.

- (b) Any award resulting from this RFQ will be in the form of a Blanket Purchase Agreement (BPA). The Kosovo e-Governance Activity anticipates issuing a BPA (or multiple BPAs) under which specific purchase orders can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the services described in the BPA, the Kosovo e-Governance Activity will issue a purchase order to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ, the purchase order will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of at least 12 (twelve) months. The Vendor shall furnish the services described in any purchase orders issued by the Kosovo e-Governance Activity under the BPA. The Kosovo e-Governance Activity is only obligated to pay for services to the extent purchase orders are issued under any BPA resulting from this RFQ.
- (c) No services or commodities may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
- (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.

Insurance and Services: Within two weeks of signature of this BPA the Offeror shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the offeror shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. the offeror shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics. Note DBA shall be reimbursable to the Offeror.

DEFENSE BASE ACT (DBA) INSURANCE

a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 05-05 — 02/12/04]

The Offeror shall (a) provide, before commencing performance under this Subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Offeror shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high risk environments and where Chemonics may be providing security.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

- (1) The Offeror agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.
- (2) If USAID or Offeror has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Offeror agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (3) The Offeror further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.
- (4) USAID's DBA insurance carrier. Pursuant to the clause of the Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Offeror shall obtain DBA coverage from USAID's current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is Starr Indemnity and Liability Company through its agent, Marsh McLennan Agency (MMA). To obtain insurance, email: <u>USAID@marshmma.com</u>. Additional contacts available for guidance and questions regarding the required application form and submission requirements are: Tyler Hlawati (Starr) tyler.hlawati@Starrcompanies.com Telephone: 646-227-6556 Cell phone: 347-326-1357 399 Park Ave, New York, NY 10022 Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780 399 Park Ave, New York, NY 10022 6 AAPD 22-01, Defense Base Act (DBA) Insurance Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312 Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312. For instructions on the required application form and submission requirements, please refer to AAPD 17-01.

Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of the Subcontract entitled "Insurance Liability to Third Persons" (AIDAR 752.228-07), if the Offeror or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Offeror shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US\$10,000/US\$20,000 for injury to persons and US\$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

- (d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].
 - (1) The Offeror shall provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. Chemonics will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under this Subcontract. The USAID Contracting Officer through Chemonics will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
 - (2) Exceptions: (i) The Offeror is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
 - (3) If authorized to issue lower-tier subcontracts, the Offeror shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees
- e) In addition to the foregoing insurance requirements, the Offeror shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

ТҮРЕ	MINIMUM LIMIT
(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.	As required by DBA
(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage.	\$1,000,000 \$2,000,000
(c) Automobile Liability Combined Single Limit each occurrence	As per AIDAR 752.228-7 and
(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above	\$1,000,000/ \$2,000,000

13. <u>Privity:</u> By submitting a response to this RFQ, offerors understand 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 to it under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement

Section 2: Offer Checklist

documentation to include an offer in response to this RFQ:

□ Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)

□ Official quotation, including proof of technical qualifications, (see Section 3 for scope of work, required technical qualifications, and the template to provide quotations);

□ Copy of offeror's registration or business license (see Section 1.5 for more details);

□ Contact information for at least three (3) references of past or present clients indicating the relevant services carried out in the last three (3) years that best illustrate company's qualifications and past performance (see Section 1.5 for more details).

To assist offerors in preparation of proposals, the following checklist summarizes the

Note: Failure to submit all above requested documents with instructions described in this RFQ may lead to disqualification of an offer from consideration.

Section 3: Scope of Work and Technical Qualifications

The purpose of this RFQ is to engage the firm to provide IT Support and Maintenance Services to Chemonics Kosovo e-Governance Activity. IT Support and Maintenance Company will ensure that their services meet the expectations and requirements of Chemonics Kosovo e-Governance Activity.

The table below contains the list of services that may be ordered under the BPA mechanism. Offerors are requested to provide per-unit quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to Chemonics.

Line servic es	Description and Specifications	Time to respond	Time to complete	Unit Price EUR	Total Price EUR
ı	Monthly fee for regular onsite visits and online support /user support: Onsite visits up to 5 hour per month Proactive onsite visits per month Online support Phone support E-mail support, unlimited The required response time is 24 hours for standard issues and 4 hours for issues resulting in system-wide problems;				
2	Any subsequent hour for regular onsite visits and online support /user support. The required response time is 24 hours for standard issues and 4 hours for issues resulting in system-wide problems;				
	Subtotal:				
	Other Costs (Describe:):				
GRAND TOTAL EUR:					

Electronic deliveries shall be made by the Vendor to Procurement@egovkosovo.org

The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.

The prices quoted above remain fixed for the next 12 (twelve)	months:

___Yes ___No

Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: Kosovo e-Governance Activity

Bedri Pejani 17/18, Floor 2

Reference: RFQ No. KeG-OPS-011

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm's principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Chemonics or Kosovo e-Governance Activity staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Chemonics' prohibitions against fraud, bribery, and kickbacks.

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

Authorized Signature:	
Name and Title of Signatory:	
Date:	
Company Name:	
Company Address:	
Company Telephone and Website:	
Company Registration or Taxpaver ID Number:	

Company UEI Number:	
Does the company have an active bank account (Yes/No)?	
Official name associated with bank account (for payment):	