

## REQUEST FOR QUOTATIONS (RFQ)

RFQ Number: LEAP-Program-003  
Issuance Date: August 6, 2024  
Deadline for Offers: August 20, 2024  
Description: Media Production Training Service  
For: Libya Economic Acceleration Project (LEAP/Aqfuz)  
Funded By: United States Agency for International Development (USAID),  
Cooperative Agreement No. 72067022CA00001  
Implemented By: Chemonics International Inc.  
Point of Contact: [procurement@libyaeap.com](mailto:procurement@libyaeap.com)

### \*\*\*\*\* 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 or 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 and kickbacks.

Please contact Michele Bradford at [mbradford@chemonics.com](mailto:mbradford@chemonics.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office through the contact information listed on the website found at the hyperlink above.

## **Section 1: Instructions to Offerors**

1. **Introduction:** Libya Economic Acceleration Project (LEAP) is a four-year USAID-funded project implemented by Chemonics International in the south of Libya. The goal of LEAP is to promote economic growth and resilience in southern Libya. As part of project activities, LEAP requires the purchase of Media production services to promote the growth and efficiency of micro-, small, and medium enterprises.

The purpose of this RFQ is to solicit quotations from eligible vendors to deliver a technical assistance to three businesses in Southern of Libya

As a result of this RFQ, LEAP anticipates issuing a single Purchase Order – 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 5pm local Tunisia time on August 20, 2024 by email. Any emailed offers must be emailed to [procurement@libyaeap.com](mailto:procurement@libyaeap.com)

Please reference RFQ No. LEAP-Program-003 in any response to this RFQ. Offers received after the specified 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 5 pm local Tunisia time on August 15, 2024 by email to [procurement@libyaeap.com](mailto:procurement@libyaeap.com). Questions must be submitted in writing; phone calls will not be accepted. 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 and technical qualifications that the selected offeror must possess.
5. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including training delivery, logistics cost (training venue, transportation and accommodations for the trainer, if he/she is not local) and all other costs. Prices should not include any costs for participants' transportation or accommodation. Pricing must be presented in Libyan dinar if the offeror is from Libya and in TND if the offeror is from Tunisia. Offers must remain valid for not less than forty-five (45) calendar days after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead; 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.

- Individuals responding to this RFQ are requested to submit a copy of their identification card
- 2-3 pages introduction to the company/individual's areas of expertise and practice, and description of the proposed team for companies 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/individual's qualifications and past performance.
- Narrative description of past performance for similar services.

The price quotation must be submitted separately from the 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. **Delivery:** 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 and Authorized Geographic Code:** All services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Codes** 935 in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](https://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf), "Rules for Procurement of Commodities and Services Financed by USAID," available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.  
The cooperating country for this RFQ is Libya

Offerors may not offer or supply services or any commodities 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 Hikivision Digital Technology Company, Dahua Technology Company will not be accepted. If offers 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, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFQ.
9. **UEI Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a Unique Entity Identifier (UEI) number if selected to receive an award in response to this RFQ valued 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 the 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 [sam.gov](http://sam.gov) to obtain a 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:

- *Technical* – 30 points: Responsiveness to the Scope of Work and technical requirements and personal qualifications
- *Corporate/Individuals Capabilities* – 20 points: Does the company/individual have experience relevant to the project Scope of Work?
- *Budget* – 30 points: Do the proposed budget fair and reasonable? Are the costs substantiated and do they reflect market rates?
- *Past Performance* – 20 points: Offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the clients for which such work was completed. Contact information must include at a minimum: name of point contact who can speak to the offeror’s performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

Points will not be awarded for cost which will be primarily evaluated for realism and reasonableness. For overall evaluation purposes of this RFQ, technical evaluation factors other than cost, when combined, are considered significantly more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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 the 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 the 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 LEAP Project.
- Chemonics may cancel this RFQ at any time.
- Chemonics may reject any and all offers, if such an action is considered to be in the best interest of Chemonics.

Please note that in submitting a response to this RFQ, 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 the LEAP Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

12. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, the LEAP 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 services or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be a firm fixed price, in the form of a purchase order.
- (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.
- (f) The title to any service supplied under any award resulting from this RFQ shall pass to Chemonics following delivery and acceptance of the service by Chemonics. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Chemonics.
- (g) The selected offeror is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet, video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Subrecipient/Contractor to procure specific CTES on a case-by-case basis if no available alternate eligible source exists. If the Subrecipient/Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the subrecipient/contractor.

**13. DEFENSE BASE ACT(DBA) INSURANCE:**

a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (Jul 2014) [Updated by AAPD 22-01- 6-10-22]The Subcontractor 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 Subcontractor shall provide 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 22-01- 6-10-22] 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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) Contractors must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. **Website.** There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is: <https://www.starr.com/Insurance/Casualty/Defense-Base-Act/USAID---Defense-Base-Act>
2. **Email.** An application form can be emailed to: [USAID@marshmma.com](mailto:USAID@marshmma.com)
3. **Additional Contacts.** Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and question regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) [tyler.hlawati@starrcompanies.com](mailto:tyler.hlawati@starrcompanies.com) Telephone: 646-227-6556

- Bryan Cessna (Starr) [bryan.cessna@starrcompanies.com](mailto:bryan.cessna@starrcompanies.com) Telephone: 302-249-6780

- Mike Dower (Marsh MMA) [mike.dower@marshmma.com](mailto:mike.dower@marshmma.com) Telephone: 703-813-6513

- Diane Proctor (Marsh MMA) [diane.proctor@marshmma.com](mailto:diane.proctor@marshmma.com) Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to [AAPD 22-01](#). 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.

Before starting work, the offeror must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

## **Section 2: Offer Checklist**

To assist offerors in preparation of the offer, the following checklist summarizes the 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/individual's qualifications and past performance (see Section 1.5 for more details).
- Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire, signed by an authorized representative of the offeror (see Section 5 for questionnaire). This form shall be completed only if the value is over \$30,000.
- Narrative description of past performance for similar services.
- The CV of all technical personnel with references of previous. (See Section 1.5 for more details).
- 2-3 pages introduction to company/individual's areas of expertise, and description of the team and main clients (see Section 1.5 for more details).

## **Section 3: Scope of Work and Technical Qualifications**

### **3a. Background**

LEAP is a four-year, USAID-funded cooperative agreement implemented by Chemonics International, Inc. The life of the project spans from October 2022 to September 2026. LEAP works with private sector micro-, small, and medium enterprises (MSMEs) in southern Libya in the agriculture, services, and industrial sectors, among others, to support their sustainable economic growth.

LEAP has determined that a key constraint facing MSMEs in southern Libya is a lack of business skills and systems to support sustainable, efficient growth. To address this gap, LEAP will undertake a program to hire Media production service providers who can work with the three companies that have partnered with LEAP to build their capacity on media production.

### **3b. Objective**

The objective of this solicitation is to support three of LEAP partners to gain skills, knowledge, and guidance documents that will enable them to become more competitive in regional, national, and international markets, increasing revenue, profits, and creating new jobs.

### **3c. Scope of Work**

The purpose of this RFQ is to engage Vendor(s) to provide training and capacity building services to Chemonics and LEAP. LEAP is accepting quotations from vendors to provide the following services to in southern Libya

- Professional Training on Video & Audio Production & Directing in Sebha for nine people. The objective is to provide trainees who have little to no prior experience in video and audio production with the foundational understanding of both theory and practice in video and audio creation, so they can create simple, high-quality content.
- Script writing training (Drama and Documentaries) in Ghat for four people. The aim is to equip trainees with little to no prior experience in Scrip writing with foundational skills in scriptwriting for both drama and documentary formats, covering the essentials of storytelling, structure, and formatting.
- Podcast development and production: Professional training for up to seven people in Sebha on how they can produce podcast episodes (audio and video production. The trainees will have beginner to intermediate levels of media production.

### **Reporting**

The vendor will regularly report on the implementation of the above activities, planning, and scheduling. Reports will include any challenges, barriers, or lessons learned throughout implementation. The vendor must also coordinate with LEAP's monitoring, evaluation, and learning plan to capture the results and impact of the above activities.



**Technical Qualifications that the selected offeror must possess:**

- Offerors must have experience and success in delivering similar technical assistance
- Consultants will be required to travel to the field to deliver assistance to the selected SMEs to the locations listed above.
- Offerors are required to share the CVs and education background of the consultant's part of the quotation submission. Consultants must be fluent in Arabic, the working language of the selected SMEs. Any consultant that is unable to engage with SMEs will be noted as insufficient in completing the assignment deliverable, and thus the vendor may not be able to invoice the deliverable to LEAP.
- Offerors are required to equip consultants with training materials, laptops, projectors and any other equipment which is required for the delivery of technical assistance.
  
- Staff assigned to these tasks must have a bachelor's degree and a minimum three of years of experience; staff must have completed all required certifications and licenses required by local law and regulations.
- Experience with USAID or other donor-funded projects in Libya, especially those implemented by for-profit international firms like Chemonics, is highly preferred.

Electronic deliveries shall be made by the Vendor to (insert contact information)

Delivery time (after receipt of order): \_\_\_\_\_calendar days

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

The prices offered above remain fixed for the next 24 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:                    Insert Project Name  
                          insert project address

Reference:        RFQ No. [enter RFQ #]

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 Insert Project Name staff members.
- We have no close, familial, or financial relationships with any other offerors submitting offers 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 offer 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 Taxpayer ID Number: \_\_\_\_\_

Company UEI Number: \_\_\_\_\_

Does the company have an active bank account (Yes/No)? \_\_\_\_\_

Official name associated with bank account (for payment): \_\_\_\_\_

**Section 5: Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting Questionnaire**

If the offeror is selected for an award valued at \$30,000 or above and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this quotation, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, **Company Name** certifies as follows:

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?  
 Yes  No
  
- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:  
 Yes  No
  
- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):  
 Yes  No
  
- d) Does your business or organization maintain an active registration in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?  
 Yes  No

I hereby certify that the above statements are true and accurate, to the best of my knowledge.

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

Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_