

<b>SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.  RFP-621-09-005	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  MARCH 19, 2009	PAGE OF PAGES  1 89
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY  USAID/Tanzania Office of Acquisition and Assistance 2140 Dar es Salaam Place Washington DC 20521-2140	CODE	8. ADDRESS OFFER TO  Kenneth P. LuePhang USAID/Tanzania 2140 Dar es Salaam Place Washington DC 20521-2140
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9. FOR INFORMATION CALL:	A. NAME Kenneth P. LuePhang	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 255222668503
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "offeror".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  
 award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ 10:00AM (hour) local time April 30, 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference

D. Offers providing less than \_\_\_\_\_ 60 \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  All Potential Offerors  CODE                                      FACILITY CODE	15. TELEPHONE NO. (Include area code)  16. REMITTANCE ADDRESS (Include only if different than Item 14)
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**  
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT  \$.00	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY                      CODE	27. PAYMENT WILL BE MADE BY
USAID/Tanzania Office of Acquisition and Assistance 2140 Dar es Salaam Place Washington D.C. 20521-2140	Mission Controller USAID/Tanzania 2140 Dar es Salaam Place Washington D.C. 20521-2140

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)  Kenneth P. LuePhang
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY
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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is as provided in Section C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**B.2 PRICE SCHEDULE**

To be proposed by the Offeror

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 STATEMENT OF WORK**

Instruction to Offerors

**TENDER FOR CONSTRUCTION SERVICES TO BE PROVIDED AT THE MEDICAL STORES DEPARTMENT (MSD) MWANZA SITE. THE PROJECT REQUIRES THE DEMOLITION OF EXISTING BUILDINGS, PROCUREMENT OF A PRE-FABRICATED KIT-FORM STEEL WAREHOUSE STRUCTURE, CONSTRUCTION OF A CONCRETE BASE, ASSEMBLY OF THE KIT-FORM STEEL STRUCTURE, THE CONVERSION OF EXISTING BUILDINGS INTO OFFICES AND ELECTRICAL UPGRADES AT THE SITE.**

**THE TENDER IS SPLIT INTO THREE PARTS CONSISTING OF PART A, PART B AND PART C.**

**PART A:**

**THE DEMOLITION OF EXISTING BUILDINGS, ASSEMBLY OF SELECTED KIT-FORM STEEL STRUCTURE WAREHOUSE, THE CONVERSION OF EXISTING BUILDING INTO OFFICES, MINOR RENOVATIONS TO TWO EXISTING WAREHOUSES AND ELECTRICAL UPGRADES AT THE SITE.**

**PART B:**

**SUPPLY AND DELIVERY OF A PRE-FABRICATED KIT-FORM STEEL WAREHOUSE STRUCTURE TO THE DAR ES SALAAM PORT IN TANZANIA.**

**PART C:**

**TRANSPORTATION OF KIT-FORM STEEL STRUCTURE AND CHROMADEK OR SIMILAR PANELLING WITH FITTINGS FOR MEDICAL STORES DEPARTMENT; MINISTRY OF HEALTH, TANZANIA FROM DAR ES SALAAM PORT TO MEDICAL STORES DEPARTMENT SITE IN MWANZA, TANZANIA.**

USAID HAS THE RIGHT TO SELECT AND AWARD PART A, PART B AND PART C, ONE OR ANY COMBINATION OF THE THREE OR NONE.

CONTRACTING AUTHORITY: USAID

**SOURCE OF FUNDS: UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)**

**I: RESTRICTED TENDER**

The USG Emergency plan for AIDS Relief has been providing technical assistance to MSD with regard to warehousing, distribution and procurement of HIV drugs and commodities. Part of this technical assistance has focused on transforming and modernizing MSD's Mwanza.

**It is in this regard that USAID hereby wishes to invite specialized companies to present their proposals to equip MSD's Mwanza site with a new warehouse to be constructed with a steel frame and insulated panel design. Such construction to commence according to a mutually agreed upon phased construction schedule to begin not more than 30 days after award of tender and to be completed not more than 7**

**months from tender award. The construction begins with site preparation, securing the construction area from the remaining MSD warehouse operation, electrical upgrades, demolition of buildings, assembly warehouse and office renovation.**

Conditions for competitive bidding have been set on equal footing for all companies or enterprises specialized in the domain, with ample technical and financial capacities. The companies must be able to demonstrate that they're legally allowed to operate in the United Republic of Tanzania.

Well typed, properly bound proposals, duly sealed must be presented in three copies plus a digital copy on CD-ROM, to the USAID contracting officer

**USAID/Tanzania**

**Contracting Officer**

**686 Old Bagamoyo Road MSASANI**

**P.O. BOX 9123**

**Dar es Salaam, Tanzania**

**Tel.: (+255) 22 266 8490**

**Fax: (+255) 22 266 8421**

**Title: Submission of a proposal to provide a steel structure and insulated paneling warehouse and/or provide demolition services, construction of a concrete base, assembly of provided steel structure warehouse and renovation to create offices.**

Deadline for submission of proposals has been fixed on -----at 1400hrs Tanzania time.

Done in Dar es Salaam, .....

**II: INSTRUCTION TO OFFERORS****A. GENERAL RULES****Article 1. Description of works**

The present invitation to Offerors is divided into three sections Part A, Part B and Part C. The invitation is meant to allow Offeror the opportunity to bid on each Part separately or together as a package. Successful offeror for part A is expected to provide the demolition of existing buildings, assembly of selected kit-form steel structure, the conversion of existing buildings into offices, minor renovation to two existing warehouses and electrical upgrades at the site. Successful binder for Part B is expected to supply and deliver a pre-fabricated kit-form steel warehouse structure to Dar es Salaam port. Successful offeror for Part C is expected to deliver the pre-fabricated kit-form steel warehouse provided under Part B from Dar es Salaam to MSD's Mwanza site.

**Article 2. Source of funds**

The above-mentioned works will be funded by the USAID (UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT).

**Article 3. Incurred expenses during the process of tender bidding**

The Bidding party shall incur all expenses during the preparation and presentation of his/her proposal and USAID, referred here in after, the " Contracting Authority" shall not in any way, be held responsible for the progress of bidding procedures or there-after.

**Article 4. Delivery period**

Taking into account the urgency of the works, Offerors are hereby requested to make suggestions on the shortest period they may deem convenient for the delivery under the present tender. Any prospective Offeror, whose delivery period proves to be the shortest of all others, shall be more advantaged.

**Article 5: Address for correspondence.**

Every Offeror is required to specify in his/her proposal, the address through which all correspondences related to the present Invitation to Offerors (ITO) shall be passed. In case of his failure to respect the above formality, he/she shall not claim, not to have received the said ITO related correspondences.

**B. INSTRUCTIONS TO OFFERORS DOCUMENT (ITO)****Article 6. CONTENTS OF THE INSTRUCTIONS TO OFFERORS****6.1. Instruction to Offerors document comprises the following:**

- Invitation to Offerors,
- Instructions to offerors;
- Mode of Submission,
- Technical requirements,

6.2. Offerors are required to carefully assess all proposals data sheets; instructions, conditions and specifications enshrined in the Instructions to Offerors documents. Presentation of proposals, which do not conform to conditions enshrined in the Instruction to Offerors document, shall be done on the respective Offeror's risks.

6.3. Proposals, which shall not satisfactorily meet conditions stipulated in the present Instruction to Offerors, shall be declared inadmissible.

**Article 7. Instruction to Offerors related clarifications.**

Any Offeror who wishes to obtain further clarifications on the instructions to Offerors document may do it by applying in writing to the Contracting Authority, through the address provided there in. The Contracting Authority on his part shall also reply in writing, giving clarifications seven days before the deadline, as requested. A copy of clarifications made by the Contracting Authority (including questions asked, but the sender not mentioned), shall be sent, in writing, to all Offerors who will have been invited present the proposals.

**Article 8. Modification of instruction to Offerors document**

8.1. Any time prior to the set deadline, the Contracting Authority may, for whatever reason, either at will, or upon the prospective Offeror's request, carryout modifications onto the Instruction to Offerors' request and prepares an *addendum* for the purpose;

8.2. The *addendum* shall be sent to all Offerors by way of a mail, letter or fax, and the said addendum shall necessarily be of use to them. Prospective Offerors will, in return, acknowledge receipt of the addendum sent by the Contracting Authority by way of a mail, letter or fax in the shortest possible time.

8.3. In order to provide the prospective Offerors with sufficient time to give due consideration to the modified information during the preparation of their proposals, the contracting authority, may, if he deems it necessary, postpone the deadline previously set for the deposit of proposals.

**C. PREPARATION OF PROPOSALS.****Article 9. Proposal language**

Proposals produced by a prospective Offeror, all mails and documents that accompany them, and ones that are exchanged between him and the Contracting Authority, must be in English.

**Article 10. Contents of the Proposal documents**

Contents of the proposal document include the following:

- a. A letter for the submission of proposals,
- b. An overview of the company
- c. A copy of trade license,
- d. A detailed work plan of how the work shall be executed;
- e. A statement of estimates of quantities, price per unit and summation of totals.

**Article 11. Proposal Pricing**

The rates and prices per unit as well as sums presented by the Offeror shall be sealed, fixed and unchangeable throughout the delivery period.

All rights, costs, duties as well as other tender related deductions payable by the entrepreneur, shall be included in the price per unit, sums and the overall total of the bidding price as presented by the Offeror.

**Article 12. Bidding and payment currencies**

The Offeror shall pay the price per unit and the total price in American Dollar and the latter shall be used as currency of payment.

**Article 13. Validity period of proposals**

Bids shall remain valid for a period of three (3) months from the date set as a dead line. Under exceptional circumstances, however, USAID may request Offerors to extend the validity period for a given time, prior to the expiry date of the initial validity period of their bids. Such requests and replies thereto, must be done in writing. Offerors may also refuse to give in to such a demand. Offerors, who will have accepted such a demand, shall not have to be requested nor authorized to modify his/her offer.

The extension of the bid validity period shall not be subject to qualifying the Offeror for any payment whatsoever.

**Article 14. Variations of bids to conditions of Instructions to Offerors.**

Offerors shall present their proposals wholly conforming to conditions described in the Instruction to Offerors document. They are not allowed to make any changes thereon.

**Article 15. Form and signing of proposals**

15.1. Offerors shall prepare documents that form their proposals (original and a copy) and shall collect them together based on the requirements described under article 10 in a booklet containing the submission form and their appendices and shall legibly state “original and copy” depending on either case.

In case of arising differences in copies, the original copy shall prevail.

The original copy or the copy of the proposal shall be well typed in an indelible ink, and shall be properly banded, paginated and shall carry with it, a signature or signatures of a person or persons authorized to commit the Offeror to requirements contained in the present tender. The said authorization shall constitute the powers of attorney, given in writing, and attached to the offer.

Proposals shall not undergo any modification, overcharge or cancellation except when instructed by the contracting authority or by those responsible for correcting errors committed by prospective Offerors or proposal signatories.

Each Offeror must present only one Proposal. No Offeror should, for whatever reason, participate in the bidding exercise, through another Offeror, for the same tender.

**D. PRESENTATION OF PROPOSALS**

**Article 16. Presentation of stamped and sealed proposals**

16.1. Offerors shall stamp original copies and photocopies of the original, using inner and outer envelopes. The outer envelopes shall be sealed and shall exclusively bear the following words:

**USAID**

**Contracting Officer  
686 Old Bagamoyo Road MSASANI  
P.O. BOX 9123  
Dar es Salaam, Tanzania  
Tel.: (+255) 22 266 8490  
Fax: (+255) 22 266 8421**

**Title: Submission of a proposal to provide a steel structure and insulated paneling warehouse and/or provide demolition services, construction of a concrete base, assembly of provided steel structure warehouse and renovation to create offices.**

16.1. The inner envelope shall bear names and addresses of the Offeror so that they may be stamped and sent back to the owner, once deemed inadmissible for reasons of late coming or due to any other reasoned cause.

16.2. If the outer envelope does not bear the above-mentioned words, the Contracting Authority shall not bear the responsibility over its wrong destination or its premature opening. Any proposal, which for whatever reason, may have prematurely opened shall be rejected by the contracting authority and shall be sent back to the Offeror.

**Article 17. Deadline for the submission of Proposals.**

Proposals in sealed envelopes must reach the Country Director of SCMS, on behalf of USAID, through the above mentioned address not later than **April 30th, 2009** at exactly 1400hrsTanzania time.

**Article 18. Late coming proposals**

Any proposal that shall be received after deadline shall be stamped and returned to the Offeror still sealed.

**Article 19. Modification and withdrawal of Proposals**

19.1. A Offeror may modify or withdraw his/her proposal after presentation, as long as he/she does it in writing to USAID before the set deadline.

19.2. Modification or a notice for withdrawal shall be prepared and sealed, bearing the same words and shall be deposited under the same conditions as those provided under article 16, governing the submission of proposals and the inner envelope shall bear the such words as “ **MODIFICATION or WITHDRAWAL** “ depending on each case.

19.3. No proposal shall be modified after the deadline.

**E. EVALUATION OF PROPOSALS****Article 20. Confidential character of procedures**

No single information related to the examination, clarifications, evaluation and comparison of proposals and recommendations concerning the awards shall not be disclosed offerors or other persons not officially concerned with this process until the publication of this contract award.

Any efforts by the Offeror to influence the Contracting Authority during the process of examination, evaluation and comparison of proposals and decisions related to this contract award, shall lead to the rejection of his proposals.

**Article 21. Clarification on proposals.**

In order for the Contracting Authority to facilitate the examination and evaluation of proposals, he may request Offerors to listen to clarifications on their proposals separately. Such requests and replies thereof, shall be done through a mail, letter or fax, except when confirming rectification of errors discovered by the Contracting Authority during the course of evaluation of proposals. There shall be no modifications to be made on prices or contents of the proposal that shall be sought nor offered nor accepted.

**Article 22. Administrative Evaluation or conformity of proposals.**

The administrative Evaluation shall be based on substantial provisions under article 10 and shall conform to Instructions to Offerors.

Proposals not retained during the process of administrative evaluation shall not be passed onto technical evaluation.

**Article 23. Technical Evaluation**

The technical evaluation will ascertain whether the technical references presented therein, are similar to works presented in the Instruction to Offerors document (ITO) and if the proposed implementation period does not surpass the one described in the ITO. Proposals not retained in the technical evaluation shall not be considered for financial evaluation.

**Article 24. Financial evaluation of Proposals**

The Contracting Authority shall determine for each proposal, the re-evaluated bidding price by adjusting the bidding price as follows:

By correcting arithmetic errors pursuant to provisions described under article 27;

By reviewing the modified results or desired differences which had not been included in the bidding price and other aforesaid adjustments.

**Article 25. Correction of errors**

Proposals which proved to conform to Instruction to Offerors shall be verified and possible errors are corrected as follows:

In case of arising differences between the bidding price in figures and words, price per unit expressed in words shall prevail;

In case of irregularity in the sum has been noticed vis-à-vis the product of the price per unit and the total quantity, the price per unit shall prevail.

Under such circumstance, the Contracting Authority shall take it as an error accrued from the existing comma in the bidding price per unit, for which the sum prevails, after making corrections in the bidding price per unit.

26.2. The price that appears in the proposal and adjusted by the Contracting Authority based on the aforesaid procedures, but done with the Offeror's consent, that price shall be considered as binding to the Offeror. If, however, the Offeror does not accept the adjusted price, his/her proposal shall be rejected.

**F. TENDER AWARD****Article 27. Tender Award Criteria**

The tender award shall be granted to Offeror whose proposal offer shall be deemed to offer the best value among others that meets the technical requirements.

**Article 28. The Contracting Authority reserves the right to accept or reject all proposals**

Notwithstanding provisions under article 27, the Contracting Authority reserves the right to cancel procedures of invitation for Offerors, and may wholly reject proposals any time prior to the notification of the tender award, without prejudice whatsoever to the offerors concerned. He is not bound to inform them for which reason their proposals have been rejected. No complaint whatsoever shall be lodged against such cancellation of procedures of Invitation for Offerors.

**Article 29. Notification of Tender Award**

Prior to the deadline set for the validity period of proposals, the Contracting Authority shall notify, in writing, results accrued from the provisional evaluation of proposals to the winning and unsuccessful Offerors;

Offerors may also request, in writing, reasoned basis on which the tender award was done. For purposes of appeal, however, this may be done within a period of 7 days, prior to appending the tender awarding signature.

**Article 30. Signature of the award**

Within ten (10) days calendar, following the date of notification of award and signing of the award will ensue.

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**V: OVERVIEW OF REQUIREMENTS FOR MSD MWANZA CIVIL WORKS**

**MSD ON-GOING OPERATIONS**

1. The successful offeror must ensure that MSD can maintain access to all none construction areas on the site areas at all times. This should be accomplished by placing a fence or wall around the active construction site and keep MSD operational at current status.
2. The successful offeror must ensure that the Cold room designated on the attached drawings remains attached to a power source at all times during construction.

DRAFT

**PART A.****DEMOLITION**

The drawings attached as part of this technical specification outline the current layout of the MSD site at Mwanza.

The following buildings are to be demolished according to a phased schedule to allow for MSD to continue operations at the site during construction:

<b>Building Description</b>	<b>Length</b>	<b>Width</b>
Store number 103	20	12
Store number 119	20	7
Store number 102	20	12
Store number 101	20	12
Offices	12	10
Canteen & Pergola	9	4

The buildings are constructed of traditional metal roof supported by wooden trusses. The walls are block/brick with a plaster finish. The buildings are all fronted with a covered walk-way.

It is required that the roof and roof trusses be removed and disposed of. Any materials from the walls and the walk-ways to be used as hardcore for the foundations of the new building.

Existing electricity connections to be identified and isolated.

Generation of dust and noise to be kept to a minimum.

The successful contractor will be required to obtain the demolition and building permits.

**CONCRETE BASE CONSTRUCTION (See attachment No 4)**

The concrete slab to be constructed to match the height of the existing warehouse. The current ramp to be included as part of the foundations. This height is 0.78 meters from the top edge of the ramp.

Detailed technical drawings of the warehouse to be supplied by the pre-fabrication manufacturer. The dimensions of the concrete slab to be fitted to the internal dimensions 42m x 33m of the Pre-fabricated steel structure building with the addition of a one (1) meter apron on three sides and a four (4) meter apron at the front under the proposed canopy. The side and front aprons to be at ground level to provide traction for the delivery vehicles and a walk-way for the operatives.

The floor to be screeded with no other finish, incorporating standard steel mesh for re-enforcement and to include expansion joints if large-pour construction techniques are not being used.

It would be preferable for the expansion joints to run through the middle of the racking (as shown on the drawings) to reduce any impact on the edges of the joints that could be caused by fork-lift truck movements.

The anticipated weight/load bearing characteristics of the slab to be 4,600kgs per square meter. The racking will be 5 pallets high per bay with a maximum weight of 800kgs per pallet.

Steps are to be provided to the side of the building to facilitate access through one of the pedestrian doors. The emergency doors are to also have external steps to facilitate getting from the warehouse floor level to the ground-level.

A timeframe for completing each phase of the civil work will be required to be submitted with the proposals together with a bill-of-quantities and payment schedule.

**DOCK-LEVELERS (See attachment No 4)**

Facilitate and install the owner supplied dock-levelers

The positioning of the dock-levelers will be undertaken in conjunction with the suppliers of the dock-levelers but will conform to the position as shown on the drawings.

The dock-levelers (to be supplied by SCMS through USAID/Tanzania funding) will be put in place when they arrive on site. It has been requested of the potential supplier that assistance be given to the successful contractor in the installation of the dock-levelers and the pits.

Drawings and site photographs have been included.

The selected construction company will be responsible for obtaining all demolition and building permits.

**VI: OVERVIEW OF REQUIREMENTS FOR MSD MWANZA CONSTRUCTION****ELECTRICAL WORK**

To supply and install all electrical for the new warehouse inclusive of new supply cable, new electrical distribution board, all internal wiring, switches and sockets according to British standard specifications.

**RENOVATION PROCESS AND PROCEDURE**

The drawings attached as part of this technical specification outline the proposed layout of the MSD site at Mwanza. – See attachment 3

The component knocked-down warehouse will be put on site in advance of the requirement for the construction phase. See attachment 4.

Once the concrete slab has been completed and the concrete has cured the assembly of the various components can be progressed.

The first process will be to erect the steel stanchions and the roof beams and to ensure that the frame has stability.

The next phase will be to assemble paneling for the sides and for the roof of the new building.

The pedestrian and roller-shutter doors will be fitted as per the drawings and will be sealed to ensure weather proofing. See attachment 4

The canopy is to be fitted on the front-side of the building and at a height that does not compromise access through the roller-shutter doors on the front-side but sufficiently low-enough to ensure protection against inclement weather.

Two 9 meter x 3 meter internal offices are to be constructed as shown on the drawings. Each consisting of

- Requiring one large window facing the warehouse interior
- Requiring one locking single access door leading into the warehouse. See attachment 4
- Requiring a minimum of 8 power points
- Ceilings to be install of ½ inch gypsum
- Fluorescent light fixtures
- Tile floors selected by MSD

Architectural drawings, rendition work plans and bill-of-quantities are to be provided with the quotation.

### **FITTINGS**

The concrete slab to be constructed to match the height of the existing warehouse. The current ramp to be included as part of the foundations. This height is 0.78 meters from the top edge of the ramp. See attachment 4 and 7.

The dimensions of the concrete slab to be fitted to the internal dimensions 42m x 33m of the building with the addition of a one (1) meter apron on three sides and a four (4) meter apron at the front under the proposed canopy. See attachment 4 and 7.

The supply and fitting of 14 (a minimum number) low-heat sodium lights. The light units and bulbs to be fitted at intervals between the racking of 11m and 22m as shown on the drawings. The minimum light density to be 50 Lux. Spare bulbs to be provided for each unit to ensure that replacements are available. See attachment 4.

Audible alarms to be fitted to the pedestrian doors to highlight the fact that they have been opened. This to form part of the security process on site. See attachment 4 and 7.

Heavy-duty electrical charging points for the fork-lift trucks location to be determined by MSD

Drawings and site photographs have been included.

The selected construction company will be responsible for obtaining all demolition and building permits.

### **VII: OVERVIEW OF REQUIREMENTS FOR MSD MWANZA OFFICE CONVERSIONS (See Attachment 8.)**

The drawings attached as part of this technical specification identify the proposed building that will be converted to offices on the MSD site at Mwanza.

The building is designated Dock Inbound and Outbound on the existing site layout.

To create more “turning-circle” space for the container vehicles arriving to offload at the site, the existing offices are to be demolished thus necessitating the provision of alternative office space.

**Demolish existing walls as needed to accommodate new office dividers. See attachment 8 & 9**

**Reception**

- Dimensions of 8.3 meters x 4.4 meters
- Requiring one window on exterior walls
- A minimum of four power points fitted to the external wall of the building
- One exterior entrance door

**Boardroom**

- Dimensions of 7.225 x 4.9 meters
- Requiring one large window on the exterior wall
- Requiring one window facing the interior hallway
- Requiring one single access door leading into the interior hallway
- Requiring a minimum of 2 power points fitted to each wall

**Area Managers Office**

- Dimensions 3.9 x 5.05 meters
- Requiring one large window on each exterior wall
- Requiring one window facing the common office wall
- Requiring one single access door leading into the reception area
- Requiring a minimum of 2 power points fitted to each wall

**Open Common Office**

- Dimension of 11.1 x 7.725 x 6.35 meters
- Requiring three large window on the exterior wall
- Requiring one window facing the corridor
- Requiring one single access door leading into the corridor
- Requiring a minimum of
  - 3 power points fitted to the 7.725 meter wall
  - 3 power points fitted to the 6.35 meter wall
  - 4 power points fitted to the 11.1 meter wall

**IT.**

- Dimension of 3.275 x 1.975 meters
- This area is to be fitted with an air conditioner as it is to serve as a computer server room.
- Dedicated electrical service line for computer equipment

**Washrooms**

- Women's
  - Dimensions 1.6 x 2.275 meters
  - Requiring a single lockable access door
  - Requiring a wash-basin and WC.

- Requires ventilation
- Requires small window on exterior wall
- Men's
  - Dimensions 1.575 x 2.275 meters
  - Requiring a single lockable access door
  - Requiring a wash-basin and WC.
  - Requires ventilation
  - Requires small window on exterior wall
- Accounts Office
  - Window on each external wall
  - One internal locking door
  - Dimension 4.4m x 4m
  - Minimum of 6 power points
- Office
  - Dimension 4.275 x 3.275
  - One window facing open office area
  - One internal locking door
  - Minimum of 6 power points

**Air-Conditioning Equipments**

Air-conditioning to be provided for all rooms. Whether that is through the provision of individual units or a larger unit with ducting to each room.

**Painting**

Paint all walls with Sadolin or equivalent weather guard exterior and silk vinyl interior

**Roofing**

Supply and install new IT 5 26 gauge ALAF or equivalent roof

**Walls and ceilings**

Supply and install ½ inch gypsum

**Insulation**

Supply and install foil backed ceiling insulation of 50mm

**Flooring**

Tile flooring will be installed as selected by MSD

**Doors**

Supply and install all doors of hardwood or equivalent as selected by MSD

**Windows**

Supply and install all windows as aluminum frames with 5mm glass as selected by MSD

**IT Wiring**

Supply and install all wiring for IT. IT system not inclusive.

DRAFT

### VIII: OVERVIEW OF COMPLEMENTARY SITE WORK REQUIREMENTS FOR MSD MWANZA EXISTING NEW WAREHOUSE CONVERSION

The work to be performed on the building identified on the existing site drawings as New Warehouse.

#### **ROLL UP DOOR See attachments 1, 6 &7.**

- Remove the existing rollup door from the back end of the existing New Warehouse and block in the opening.
- Install same roll up door in the front end of the same building in a working condition and paint according to MSD specifications.
- Excavate and pour 4 meter wide x full with concrete pad for supply sorting and storage at the new roll up door location external to the building. Wire mesh reinforced min 6” slab to be a standard.
- Install overhang roof over the same area with overhead rainspout and gutter.

#### **Office (fork lift parking) See attachments 1, 6 &7**

- Remove existing windows at the office from the corridor and store on site.
- Remove entry door and grill and move and install on opposite external wall.
- Block in openings.
- Paint and make functional.
- The end product is a usable newly painted office that is now only accessible from the exterior of the building

#### **RAMP See attachments 1, 5, 6 &7**

- Block in corridor openings with cement block at ramp landing for security.
- Extend ceiling/roof concrete slab with rain drainage to cover extended area up to the new warehouse to create a dry area over the ramp to the new warehouse.
- Paint and make good and functional all surfaces
- Install and wire new overhead lights with switches for access ramp equivalent to those in the existing New Warehouse

### IX: OVERVIEW OF COMPLEMENTARY SITE WORK REQUIREMENTS FOR MSD MWANZA EXISTING COLD ROOM CONVERSION See attachments 8 & 9.

The work to be performed on the building identified on the existing site drawings as Dock Inbound

- This area must remain accessible and operation at all times during construction
- A power source must be available for the cold room at all times during the construction project.
- Remove the Double door unit from current location in existing walkway
- Block up opening with concrete block
- Re-install same door on external wall of cold room facing the new warehouse.
- Paint to MSD’s specification.

### X: OVERVIEW OF COMPLEMENTARY SITE WORK REQUIREMENTS FOR MSD MWANZA EXISTING ELECTRICAL MAINS/DISTRIBUTION BOARDS AND TENSECO CLEAN UP See attachment 1.

- Remove the existing mains connections at the incoming Tanesco Supply at the generator house.
- Install and make functional new ABB or equal mains distribution board.

- Label distribution boards
- Connect new supply to warehouse, new warehouse and cold room

**XI: OVERVIEW OF MISCELLANEOUS COMPLEMENTARY SITE WORK REQUIREMENTS FOR MSD MWANZA WAREHOUSE See attachment 1**

- During last phase of the project make good new drive area for turning of heavy vehicles by excavating top soil and filling with crushed aggregates that are compacted to road base standards.
- Provide top soil and plant new green grass in areas not designated for vehicular traffic.
- Paint main MSD entrance gate and adjoining walls inside and outside surfaces 10 meters on either side of the gate.

Full architectural drawings and a bill-of-quantities should be provided to support the response to the Invitation for proposal.

The selected construction company will be responsible for obtaining the necessary building permits.

**Part B.**

TENDER FOR SUPPLY OF KIT-FORM STEEL STRUCTURE AND CHROMADEK OR SIMILAR PANELLING WITH FITTINGS FOR MEDICAL STORES DEPARTMENT; MINISTRY OF HEALTH, TANZANIA

CONTRACTING AUTHORITY: USAID

**SOURCE OF FUNDS: USAID**

**I: RESTRICTED TENDER USAID.**

The USAID Project under the USG Emergency plan for AIDS Relief has been providing technical assistance to MSD with regard to warehousing, distribution and procurement of HIV drugs and commodities. For the moment, MSD's warehouse is undergoing extensive transformation and modernization to become a modern warehouse.

**It is in this regard that USAID hereby wishes to invite specialized companies to present their proposals in order to supply MSD's Mwanza site with a new warehouse to be constructed with a steel frame and chromadek or similar insulated panelling. Such structure to be provided to the site in containers in a Component Knocked-Down format.**

Conditions for competitive bidding have been set on equal footing for all companies or enterprises specialized in the domain, with ample technical and financial capacities. The companies must be able to demonstrate that they're legally allowed to operate in the United Republic of Tanzania

Well typed, properly bound proposals, duly sealed must be presented in two copies plus a digital copy on CD-ROM, through the secretariat of the Country Director of SCMS,

**USAID/Tanzania  
Kenneth P. LuePhang  
Contracting Officer  
686 Old Bagamoyo Road MSASANI  
P.O. BOX 9123  
Dar es Salaam, Tanzania  
Tel.: (+255) 22 266 8490  
Fax: (+255) 22 266 8421**

**Title: Submission of a proposal for supplying a steel structure and chromadek or similar paneling warehouse in component knocked-down format.**

Deadline for submission of proposals has been fixed on **April 30, 2009** at 1400hrs Tanzania time.

**II: INSTRUCTION TO OFFERORS****A. GENERAL RULES****Article 1. Description of works**

The present invitation to Offerors is meant for manufacturing and delivering for USAID the components for a steel-framed, chromadek or similar paneled warehouse for MSD's. The components are to be delivered to the Dar es Salaam port in Tanzania.

**Article 2. Source of funds**

The above-mentioned works will be funded by USAID.

**Article 3. Incurred expenses during the process of tender bidding**

The Bidding party shall incur all expenses during the preparation and presentation of his/her proposal and the MSD, referred here in after, the " Contracting Authority" shall not in any way, be held responsible for the progress of bidding procedures or there-after.

**Article 4. Delivery period**

Taking into account the urgency of the works, Offerors are hereby requested to make suggestions on the shortest period they may deem convenient for the delivery under the present tender. Any prospective Offeror, whose delivery period proves to be the shortest of all others, shall be more advantaged.

**Article 5: Address for correspondence.**

Every Offeror is required to specify in his/her proposal, the address through which all correspondences related to the present Invitation to Offerors (ITO) shall be passed. In case of his failure to respect the above formality, he/she shall not claim, not to have received the said ITO related correspondences.

**B. INSTRUCTIONS TO OFFERORS DOCUMENT (ITO)****Article 6. CONTENTS OF THE INSTRUCTIONS TO OFFERORS****6.1. Instruction to Offerors document comprises the following:**

- Invitation to Offerors,
- Instructions to offerors;
- Mode of Submission,
- Technical requirements,

6.4. Offerors are required to carefully assess all proposals data sheets; instructions, conditions and specifications enshrined in the Instructions to Offerors documents. Presentation of proposals, which do not conform to conditions enshrined in the Instruction to Offerors document, shall be done on the respective Offeror's risks.

6.5. Proposals, which shall not satisfactorily meet conditions stipulated in the present Instruction to Offerors, shall be declared inadmissible.

**Article 7. Instruction to Offerors related clarifications.**

Any Offeror who wishes to obtain further clarifications on the instructions to Offerors document may do it by applying in writing to the Contracting Authority, through the address provided there in. The Contracting Authority on his part shall also reply in writing, giving clarifications seven days before the deadline, as requested. A copy of clarifications made by the Contracting Authority (including questions asked, but the sender not mentioned), shall be sent, in writing, to all Offerors who will have been invited present the proposals.

**Article 8. Modification of instruction to Offerors document**

8.4. Any time prior to the set deadline, the Contracting Authority may, for whatever reason, either at will, or upon the prospective Offeror's request, carryout modifications onto the Instruction to Offerors' request and prepares an *addendum* for the purpose;

8.5. The *addendum* shall be sent to all Offerors by way of a mail, letter or fax, and the said addendum shall necessarily be of use to them. Prospective Offerors will, in return, acknowledge receipt of the addendum sent by the Contracting Authority by way of a mail, letter or fax in the shortest possible time.

8.6. In order to provide the prospective Offerors with sufficient time to give due consideration to the modified information during the preparation of their proposals, the contracting authority, may, if he deems it necessary, postpone the deadline previously set for the deposit of proposals.

**C. PREPARATION OF PROPOSALS.****Article 9. Bidding language**

Proposals produced by a prospective Offeror, all mails and documents that accompany them, and ones that are exchanged between him and the Contracting Authority, must be in English.

**Article 10. Contents of the Bidding documents**

Contents of the bidding document include the following:

- f. A letter for the submission of proposals,
- g. A copy of trade license,
- h. A detailed work plan of how the work shall be executed;
- i. A statement of estimates of quantities, price per unit and summation of totals.

**Article 11. Proposal Pricing**

The rates and prices per unit as well as sums presented by the Offeror shall be sealed, fixed and unchangeable throughout the delivery period.

All rights, costs, duties as well as other tender related deductions payable by the entrepreneur, shall be included in the price per unit, sums and the overall total of the bidding price as presented by the Offeror. The price should be CIF.

**Article 12. Bidding and payment currencies**

The Offeror shall pay the price per unit and the total price in American Dollar and the latter shall be used as currency of payment.

**Article 13. Validity period of proposals**

Proposals shall remain valid for a period of three (3) months from the date set as a dead line. Under exceptional circumstances, however, USAID may request Offerors to extend the validity period for a given time, prior to the expiry date of the initial validity period of their proposals. Such requests and replies thereto, must be done in writing. Offerors may also refuse to give in to such a demand. Offerors, who will have accepted such a demand, shall not have to be requested nor authorized to modify his/her offer.

The extension of the proposal validity period shall not be subject to qualifying the Offeror for any payment whatsoever.

**Article 14. Variations of proposals to conditions of Instructions to Offerors.**

Offerors shall present their proposals wholly conforming to conditions described in the Instruction to Offerors document. They are not allowed to make any changes thereon.

**Article 15. Form and signing of proposals**

15.2. Offerors shall prepare documents that form their proposals (original and a copy) and shall collect them together based on the requirements described under article 10 in a booklet containing the submission form and their appendices and shall legibly state "original and copy" depending on either case.

In case of arising differences in copies, the original copy shall prevail.

The original copy or the copy of the proposal shall be well typed in an indelible ink, and shall be properly banded, paginated and shall carry with it, a signature or signatures of a person or persons authorized to commit the Offeror to requirements contained in the present tender. The said authorization shall constitute the powers of attorney, given in writing, and attached to the offer.

Proposals shall not undergo any modification, overcharge or cancellation except when instructed by the contracting authority or by those responsible for correcting errors committed by prospective Offerors or proposal signatories.

Each Offeror must present only one Proposal. No Offeror should, for whatever reason, participate in the bidding exercise, through another Offeror, for the same tender.

#### **D. PRESENTATION OF PROPOSALS**

##### **Article 16. Presentation of stamped and sealed proposals**

16.1. Offerors shall stamp original copies and photocopies of the original, using inner and outer envelopes. The outer envelopes shall be sealed and shall exclusively bear the following words:

**Kenneth P. LuePhang, Contracting Officer**

**USAID/Tanzania**

**686 Old Bagamoyo Road MSASANI**

**P.O. BOX 9123**

**Dar es Salaam, Tanzania**

**Tel.: (+255) 22 266 8490**

**Fax: (+255) 22 266 8421**

**Title: Submission of a proposal for supplying a steel structure and chromadek or similar paneling warehouse in component knocked-down format.**

16.1. The inner envelope shall bear names and addresses of the Offeror so that they may be stamped and sent back to the owner, once deemed inadmissible for reasons of late coming or due to any other reasoned cause.

16.3. If the outer envelope does not bear the above-mentioned words, the Contracting Authority shall not bear the responsibility over its wrong destination or its premature opening. Any proposal, which for whatever reason, may have prematurely opened shall be rejected by the contracting authority and shall be sent back to the Offeror.

#### **Article 17. Deadline for the submission of Proposals.**

Proposals in sealed envelopes must reach the Country Director of SCMS, through the above mentioned address not later than **April 30th, 2009** 1400hrsTanzania time.

#### **Article 18. Late coming proposals**

Any proposal that shall be received after deadline shall be stamped and returned to the Offeror still sealed.

#### **Article 19. Modification and withdrawal of Proposals**

19.1. A Offeror may modify or withdraw his/her proposal after presentation, as long as he/she does it in writing to SCMS before the set deadline.

19.2. Modification or a notice for withdrawal shall be prepared and sealed, bearing the same words and shall be deposited under the same conditions as those provided under article 16, governing the submission of proposals and the inner envelope shall bear the such words as “**MODIFICATION or WITHDRAWAL** “ depending on each case.

19.3. No proposal shall be modified after the deadline.

### **E. EVALUATION OF PROPOSALS**

#### **Article 20. Confidential character of procedures**

No single information related to the examination, clarifications, evaluation and comparison of proposals and recommendations concerning the awards shall not be disclosed offerors or other persons not officially concerned with this process until the publication of this contract award.

Any efforts by the Offeror to influence the Contracting Authority during the process of examination, evaluation and comparison of proposals and decisions related to this contract award, shall lead to the rejection of his s proposals.

#### **Article 21. Clarification on proposals.**

In order for the Contracting Authority to facilitate the examination and evaluation of proposals, he may request Offerors to listen to clarifications on their proposals separately. Such requests and replies thereof, shall be done through a mail, letter or fax, except when confirming rectification of

errors discovered by the Contracting Authority during the course of evaluation of proposals. There shall be no modifications to be made on prices or contents of the proposal that shall be sought nor offered nor accepted.

**Article 22. Administrative Evaluation or conformity of proposals.**

The administrative Evaluation shall be based on substantial provisions under article 10 and shall conform to Instructions to Offerors.

Proposals not retained during the process of administrative evaluation shall not be passed onto technical evaluation.

**Article 23. Technical Evaluation**

The technical evaluation will ascertain whether the technical references presented therein, are similar to works presented in the Instruction to Offerors document (ITO) and if the proposed implementation period does not surpass the one described in the ITO. Proposals not retained in the technical evaluation shall not be considered for financial evaluation.

**Article 24. Financial evaluation of Proposals**

The Contracting Authority shall determine for each proposal, the re-evaluated bidding price by adjusting the bidding price as follows:

By correcting arithmetic errors pursuant to provisions described under article 27;

By reviewing the modified results or desired differences which had not been included in the bidding price and other aforesaid adjustments.

**Article 25. Correction of errors**

Proposals which proved to conform to Instruction to Offerors shall be verified and possible errors be corrected as follows:

In case of arising differences between the bidding price in figures and words, price per unit expressed in words shall prevail;

In case of irregularity in the sum has been noticed vis-a-vis the product of the price per unit and the total quantity, the price per unit shall prevail.

Under such circumstance, the Contracting Authority shall take it as an error accrued from the existing comma in the bidding price per unit, for which the sum prevails, after making corrections in the bidding price per unit.

26.2. The price that appears in the proposal and adjusted by the Contracting Authority based on the aforesaid procedures, but done with the Offeror's consent, that price shall be considered as binding to the Offeror. If, however, the Offeror does not accept the adjusted price, his/her proposal shall be rejected.

**F. TENDER AWARD**

**Article 27. Tender Award Criteria**

The tender award shall be granted to Offeror whose financial offer shall be deemed the lowest among others that meets the ITO technical requirements.

**Article 28. The Contracting Authority reserves the right to accept or reject all proposals**

Notwithstanding provisions under article 27, the Contracting Authority reserves the right to cancel procedures of invitation for Offerors, and may wholly reject proposals any time prior to the notification of the tender award, without prejudice whatsoever to the offerors concerned. He is not bound to inform them for which reason their proposals have been rejected. No complaint whatsoever shall be lodged against such cancellation of procedures of Invitation for Offerors.

**Article 29. Notification of Tender Award**

Prior to the deadline set for the validity period of proposals, the Contracting Authority shall notify, in writing, results accrued from the provisional evaluation of proposals to the winning and unsuccessful Offerors;

Offerors may also request, in writing, reasoned basis on which the tender award was done. For purposes of appeal, however, this may be done within a period of 7 days, prior to appending the tender awarding signature.

**Article 30. Signature of the award**

Within ten (10) days calendar, following the date of notification of award and signing of the award will ensue.

**V: TECHNICAL SPECIFICATIONS****STEEL FRAME AND CHROMADEK PANELLED WAREHOUSE**

1. Steel structure to support a warehouse with the following dimensions:
  - a. 10 metres at the eaves.
  - b. Internal measurements of 42 metres x 33 metres
  - c. Clear spans with no central columns
2. Chromadek cladding or similar with a minimum of 100mm of insulation between 2 sheets of IBR for the walls and roof of the building.
3. The roof to have a central ridge running the 42 metre length of the building with this ridge being no more than 0.6 metres above the eaves.
4. No guttering is required. To assist in the run-off of rain-water the utilisation of a curved eave with projection should be considered.
5. As will be noted from the drawings, the new warehouse will be joined to an existing warehouse. In order to achieve drainage and also access for building the steel frame and constructing the cladding, a gap has been left between the two buildings. To eliminate ingress of rain-water the gap between the two roller shutter doors (new warehouse and existing warehouse) will have to be covered. The dimensions of this access-way are 6.6m deep x 5m high x 4 m wide.
6. Three (3) pedestrian doorways to be supplied which should have an alarm system attached so that any access is notified to the security guards.
7. Three roller-shutter doors are required, one for each of the dock-leveller bays and the other for the connecting access-way between the warehouses. These roller-shutter doors to be 5m high and 4m wide.
8. A canopy to be provided that is 42m long and 4m deep. This canopy to be attached to the front of the building above the docking-bays to provide some protection from inclement weather.
9. All necessary anchor bolts; bolts and nuts; washers; fasteners; sealants and closures to be included with the other components.
10. Offeror is to provide solutions for ceiling venting to allow for control of heat build up.

**Other Requirements**

1. Engineering drawings.
2. Assembly instruction manuals

Appendix:

At the time of award, economic price consideration will be a part of the negotiation for final award.

### Part C.

TENDER FOR TRANSPORTATION OF KIT-FORM STEEL STRUCTURE AND CHROMADEK OR SIMILAR PANELLING WITH FITTINGS FOR MEDICAL STORES DEPARTMENT; MINISTRY OF HEALTH, TANZANIA FROM DAR ES SALAAM PORT TO MEDICAL STORES DEPARTMENT SITE IN MWANZA, TANZANIA.

CONTRACTING AUTHORITY: USAID

SOURCE OF FUNDS: USAID

**I: RESTRICTED TENDER USAID.**

The USAID Project under the USG Emergency plan for AIDS Relief has been providing technical assistance to MSD with regard to warehousing, distribution and procurement of HIV drugs and commodities. For the moment, MSD's warehouse is undergoing extensive transformation and modernization to become a modern warehouse.

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Title: SUBMISSION FOR TRANSPORTATION OF KIT-FORM STEEL STRUCTURE AND CHROMADEK OR SIMILAR PANELLING WITH FITTINGS FOR MEDICAL STORES DEPARTMENT; MINISTRY OF HEALTH, TANZANIA FROM DAR ES SALAAM PORT TO MEDICAL STORES DEPARTMENT SITE IN MWANZA, TANZANIA.

Deadline for submission of proposals has been fixed on **April 30, 2009** at 1400hrs Tanzania time.

<b>II: INSTRUCTION TO OFFERORS</b>
------------------------------------

**A. GENERAL RULES****Article 1. Description of works**

The present invitation to Offerors is meant delivering for USAID the components for a steel-framed, chromadek or similar paneled warehouse for MSD's. The components are to be delivered to MSD'S Mwanza site from the Dar es Salaam port in Tanzania.

**Article 2. Source of funds**

The above-mentioned works will be funded by USAID.

**Article 3. Incurred expenses during the process of tender bidding**

The Bidding party shall incur all expenses during the preparation and presentation of his/her proposal and the MSD, referred here in after, the " Contracting Authority" shall not in any way, be held responsible for the progress of bidding procedures or there-after.

**Article 4. Delivery period**

Taking into account the urgency of the works, Offerors are hereby requested to make suggestions on the shortest period they may deem convenient for the delivery under the present tender. Any prospective Offeror, whose delivery period proves to be the shortest of all others, shall be more advantaged.

**Article 5: Address for correspondence.**

Every Offeror is required to specify in his/her proposal, the address through which all correspondences related to the present Invitation to Offerors (ITO) shall be passed. In case of his failure to respect the above formality, he/she shall not claim, not to have received the said ITO related correspondences.

**B. INSTRUCTIONS TO OFFERORS DOCUMENT (ITO)****Article 6. CONTENTS OF THE INSTRUCTIONS TO OFFERORS****6.1. Instruction to Offerors document comprises the following:**

- Invitation to Offerors,
- Instructions to offerors;
- Mode of Submission,
- Technical requirements,

6.6. Offerors are required to carefully assess all proposals data sheets; instructions, conditions and specifications enshrined in the Instructions to Offerors documents. Presentation of proposals, which do not conform to conditions enshrined in the Instruction to Offerors document, shall be done on the respective Offeror's risks.

6.7. Proposals, which shall not satisfactorily meet conditions stipulated in the present Instruction to Offerors, shall be declared inadmissible.

**Article 7. Instruction to Offerors related clarifications.**

Any Offeror who wishes to obtain further clarifications on the instructions to Offerors document may do it by applying in writing to the Contracting Authority, through the address provided there in. The Contracting Authority on his part shall also reply in writing, giving clarifications seven days before the deadline, as requested. A copy of clarifications made by the Contracting Authority (including questions asked, but the sender not mentioned), shall be sent, in writing, to all Offerors who will have been invited present the proposals.

**Article 8. Modification of instruction to Offerors document**

8.7. Any time prior to the set deadline, the Contracting Authority may, for whatever reason, either at will, or upon the prospective Offeror's request, carryout modifications onto the Instruction to Offerors' request and prepares an *addendum* for the purpose;

8.8. The *addendum* shall be sent to all Offerors by way of a mail, letter or fax, and the said addendum shall necessarily be of use to them. Prospective Offerors will, in return, acknowledge receipt of the addendum sent by the Contracting Authority by way of a mail, letter or fax in the shortest possible time.

8.9. In order to provide the prospective Offerors with sufficient time to give due consideration to the modified information during the preparation of their proposals, the contracting authority, may, if he deems it necessary, postpone the deadline previously set for the deposit of proposals.

**C. PREPARATION OF PROPOSALS.****Article 9. Bidding language**

Proposals produced by a prospective Offeror, all mails and documents that accompany them, and ones that are exchanged between him and the Contracting Authority, must be in English.

**Article 10. Contents of the Bidding documents**

Contents of the bidding document include the following:

- j. A letter for the submission of proposals,
- k. A copy of trade license,
- l. A detailed work plan of how the work shall be executed;
- m. A statement of estimates of quantities, price per unit and summation of totals.

**Article 11. Proposal Pricing**

The rates and prices per unit as well as sums presented by the Offeror shall be sealed, fixed and unchangeable throughout the delivery period.

All rights, costs, duties as well as other tender related deductions payable by the entrepreneur, shall be included in the price per unit, sums and the overall total of the bidding price as presented by the Offeror. The price should be CIF.

**Article 12. Bidding and payment currencies**

The Offeror shall pay the price per unit and the total price in American Dollar and the latter shall be used as currency of payment.

**Article 13. Validity period of proposals**

Proposals shall remain valid for a period of three (3) months from the date set as a dead line. Under exceptional circumstances, however, USAID may request Offerors to extend the validity period for a given time, prior to the expiry date of the initial validity period of their proposals. Such requests and replies thereto, must be done in writing. Offerors may also refuse to give in to such a demand. Offerors, who will have accepted such a demand, shall not have to be requested nor authorized to modify his/her offer.

The extension of the proposal validity period shall not be subject to qualifying the Offeror for any payment whatsoever.

**Article 14. Variations of proposals to conditions of Instructions to Offerors.**

Offerors shall present their proposals wholly conforming to conditions described in the Instruction to Offerors document. They are not allowed to make any changes thereon.

**Article 15. Form and signing of proposals**

15.3. Offerors shall prepare documents that form their proposals (original and a copy) and shall collect them together based on the requirements described under article 10 in a booklet containing the submission form and their appendices and shall legibly state “original and copy” depending on either case.

In case of arising differences in copies, the original copy shall prevail.

The original copy or the copy of the proposal shall be well typed in an indelible ink, and shall be properly banded, paginated and shall carry with it, a signature or signatures of a person or persons authorized to commit the Offeror to requirements contained in the present tender. The said authorization shall constitute the powers of attorney, given in writing, and attached to the offer.

Proposals shall not undergo any modification, overcharge or cancellation except when instructed by the contracting authority or by those responsible for correcting errors committed by prospective Offerors or proposal signatories.

Each Offeror must present only one Proposal. No Offeror should, for whatever reason, participate in the bidding exercise, through another Offeror, for the same tender.

#### **D. PRESENTATION OF PROPOSALS**

##### **Article 16. Presentation of stamped and sealed proposals**

16.1. Offerors shall stamp original copies and photocopies of the original, using inner and outer envelopes. The outer envelopes shall be sealed and shall exclusively bear the following words:

**Kenneth P. LuePhang, Contracting Officer**

**USAID/Tanzania**

**686 Old Bagamoyo Road MSASANI**

**P.O. BOX 9123**

**Dar es Salaam, Tanzania**

**Tel.: (+255) 22 266 8490**

**Fax: (+255) 22 266 8421**

**Title: Submission of a proposal for supplying a steel structure and chromadek or similar paneling warehouse in component knocked-down format.**

16.2. The inner envelope shall bear names and addresses of the Offeror so that they may be stamped and sent back to the owner, once deemed inadmissible for reasons of late coming or due to any other reasoned cause.

16.3 If the outer envelope does not bear the above-mentioned words, the Contracting Authority shall not bear the responsibility over its wrong destination or its premature opening. Any proposal, which for whatever reason, may have prematurely opened shall be rejected by the contracting authority and shall be sent back to the Offeror.

**Article 17. Deadline for the submission of Proposals.**

Proposals in sealed envelopes must reach the Country Director of SCMS, through the above mentioned address not later than **April 30th, 2009** 1400hrsTanzania time.

**Article 18. Late coming proposals**

Any proposal that shall be received after deadline shall be stamped and returned to the Offeror still sealed.

**Article 19. Modification and withdrawal of Proposals**

19.1. A Offeror may modify or withdraw his/her proposal after presentation, as long as he/she does it in writing to SCMS before the set deadline.

19.2. Modification or a notice for withdrawal shall be prepared and sealed, bearing the same words and shall be deposited under the same conditions as those provided under article 16, governing the submission of proposals and the inner envelope shall bear the such words as “**MODIFICATION or WITHDRAWAL** “ depending on each case.

19.3. No proposal shall be modified after the deadline.

**E. EVALUATION OF PROPOSALS**

**Article 20. Confidential character of procedures**

No single information related to the examination, clarifications, evaluation and comparison of proposals and recommendations concerning the awards shall not be disclosed offerors or other persons not officially concerned with this process until the publication of this contract award.

Any efforts by the Offeror to influence the Contracting Authority during the process of examination, evaluation and comparison of proposals and decisions related to this contract award, shall lead to the rejection of his s proposals.

**Article 21. Clarification on proposals.**

In order for the Contracting Authority to facilitate the examination and evaluation of proposals, he may request Offerors to provide clarifications on their proposals separately. Such requests and replies thereof, shall be done through a mail, letter or fax, except when confirming rectification of errors discovered by the Contracting Authority during the course of evaluation of proposals. There shall be no modifications to be made on prices or contents of the proposal that shall be sought nor offered nor accepted.

**Article 23. Administrative Evaluation or conformity of proposals.**

The administrative Evaluation shall be based on substantial provisions under article 10 and shall conform to Instructions to Offerors.

Proposals not retained during the process of administrative evaluation shall not be passed onto technical evaluation.

**Article 24. Technical Evaluation**

The technical evaluation will ascertain whether the technical references presented therein, are similar to works presented in the Instruction to Offerors document (ITO) and if the proposed implementation period does not surpass the one described in the ITO. Proposals not retained in the technical evaluation shall not be considered for financial evaluation.

**Article 25. Financial evaluation of Proposals**

The Contracting Authority shall determine for each proposal, the re-evaluated bidding price by adjusting the bidding price as follows:

By correcting arithmetic errors pursuant to provisions described under article 27;

By reviewing the modified results or desired differences which had not been included in the bidding price and other aforesaid adjustments.

**Article 26. Correction of errors**

Proposals which proved to conform to Instruction to Offerors shall be verified and possible errors be corrected as follows:

In case of arising differences between the bidding price in figures and words, price per unit expressed in words shall prevail;

In case of irregularity in the sum has been noticed vis-a-vis the product of the price per unit and the total quantity, the price per unit shall prevail.

Under such circumstance, the Contracting Authority shall take it as an error accrued from the existing comma in the bidding price per unit, for which the sum prevails, after making corrections in the bidding price per unit.

26.2. The price that appears in the proposal and adjusted by the Contracting Authority based on the aforesaid procedures, but done with the Offeror's consent, that price shall be considered as binding to the Offeror. If, however, the Offeror does not accept the adjusted price, his/her proposal shall be rejected.

**F. TENDER AWARD****Article 27. Tender Award Criteria**

The tender award shall be granted to Offeror whose financial offer shall be deemed the lowest among others that meets the ITO technical requirements.

**Article 28. The Contracting Authority reserves the right to accept or reject all proposals**

Notwithstanding provisions under article **27**, the Contracting Authority reserves the right to cancel procedures of invitation for Offerors, and may wholly reject proposals any time prior to the notification of the tender award, without prejudice whatsoever to the offerors concerned. He is not bound to inform them for which reason their proposals have been rejected. No complaint whatsoever shall be lodged against such cancellation of procedures of Invitation for Offerors.

**Article 29. Notification of Tender Award**

Prior to the deadline set for the validity period of proposals, the Contracting Authority shall notify, in writing, results accrued from the provisional evaluation of proposals to the winning and unsuccessful Offerors;

Offerors may also request, in writing, reasoned basis on which the tender award was done. For purposes of appeal, however, this may be done within a period of 7 days, prior to appending the tender awarding signature.

**Article 30. Signature of the award**

Within ten (**10**) days calendar, following the date of notification of award and signing of the award will ensue.

**V: TECHNICAL SPECIFICATIONS**

**STEEL FRAME AND CHROMADEK PANELLED WAREHOUSE TRANSPORT**

- 1. COMPONENTS TO BE AVAILABLE FOR TRANSPORT IN 40' CONTAINERS**
- 2. TRANSPORT CONTAINERS FROM DAR ES SALAAM PORT TO MSD MWANZA SITE LOCATION.**

**BRANDING STRATEGY (ADS 320.3.2)**

The Technical Office is in the process of preparing a Branding Strategy which will be incorporated into the final RFP.

**SECTION D - PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) 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. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the site or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984

**F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than seven months after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by (*to be inserted*). The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

**F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

**F.4 DELIVERY SCHEDULE****F.5 PERIOD OF PERFORMANCE**

The period of performance for this contract is for seven months from the date of signing of this contract.

**F.6 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

**F.7 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

**F.8 PROGRESS REPORTING REQUIREMENTS**

The contractor shall submit Monthly Progress Reports

**F.9 LEVEL OF EFFORT**

(a) The contractor shall devote person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category is given in Attachment.

**F.10 KEY PERSONNEL**

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
------	-------

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F.11 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse  
8403 Colesville Road, Suite 210  
Silver Spring, MD 20910

Telephone Number (301)562-0641  
Fax Number (301)588-7787  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

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**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

USAID/Tanzania  
Office of Acquisition and Assistance  
2140 Dar es Salaam Place  
Washington D.C 20521-2140

**G.2 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is or his or her designee at:

USAID/Tanzania  
Office of Acquisition and Assistance  
2140 Dar es Salaam Place  
Washington D.C 20521-2140

**G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists 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 as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.4 PAYING OFFICE**

The paying office for this contract is:

Mission Controller  
USAID/Tanzania  
2140 Dar es Salaam Place  
Washington D.C. 20521-2140

**G.5 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal: 0

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated: \$.00

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**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

**H.2 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Sara Payne or Diane Proctor  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: (703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation  
P.O. Box 5375  
Timonium, MD 21094-5375  
Telephone: (410) 453-6300 in Maryland;  
or (800) 537-2029 (toll-free)  
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

**H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is .

**H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

(To be proposed by the offeror)

**H.5 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

**H.6 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

**H.7 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

**H.8 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient 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 responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

**H.9 REPORTING OF FOREIGN TAXES**

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) 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. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is 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 Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient 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) Where. Submit the reports to:

Mission Controller  
USAID/Tanzania  
686 Old Bagamoyo Road  
P.O. Box 9130  
Dar es Salaam

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
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
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.222-3	CONVICT LABOR	JUN 2003
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	APR 1984
52.227-9	REFUND OF ROYALTIES	APR 1984
52.228-11	PLEDGES OF ASSETS	FEB 1992

52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
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
52.236-8	OTHER CONTRACTS	APR 1984
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
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52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
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52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
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752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
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752.7025	APPROVALS	APR 1984
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752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

**I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 2005)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of *(to be added later)* percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

### **I.3 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005)**

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

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[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction material description /1/	Unit of Measure	Unit of Quantity	Price (dollars)
Item 1:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....
Item 2:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

**I.4 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful offerors as soon as practicable after the opening of bids, and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 10 percent of the bid price or \$50,000, whichever is less.-

(d) If the successful offeror, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.5 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

- (i) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
  - (A) The amounts withheld under paragraph (e)(1) of this clause; and
  - (B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

- (i) The day the identified subcontractor performance deficiency is corrected; or
- (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

## **I.6 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly

the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

#### **I.7 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

752.242-70 Periodic Progress Reports

See CIB 98-21.

### **I.9 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

### **I.10 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1	- IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS		
ATTACHMENT 2	- USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at <a href="http://www.USAID.GOV/procurement_bus_opp/procurement/forms/">http://www.USAID.GOV/procurement_bus_opp/procurement/forms/</a>		
ATTACHMENT 3	- SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at <a href="http://www.USAID.GOV/procurement_bus_opp/procurement/forms/">http://www.USAID.GOV/procurement_bus_opp/procurement/forms/</a>		
ATTACHMENT 4	- CERTIFICATE OF CURRENT COST AND PRICING DATA		
	A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at <a href="http://www.USAID.GOV/procurement_bus_opp/procurement/forms/">http://www.USAID.GOV/procurement_bus_opp/procurement/forms/</a>		

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:  (i) Paragraph (b) applies.  (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

-----	FAR Clause #	Title	Date	Change
-----	-----	-----	-----	-----
-----				

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it  is,  is not a State agency or charitable institution, and that it  is not immune,  is partially immune,  is totally immune from tort liability to third persons.

**K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [ ] agrees to the terms and conditions set forth therein; or [ ] has the following exceptions (continue on a separate attachment page, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ] has not [ ] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.6 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

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

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS	MAY 2002
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (Firm Fixed Price) contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Hand-Carried Address:**

Kenneth P. LuePhang  
Contracting officer  
USAID/Tanzania  
686 Old Bagamoyo Road  
P.O. Box 9130  
Dar es Salaam  
Tanzania

**Mailing Address:**

Kenneth P. LuePhang  
Contracting officer  
2140 Dar es Salaam Place  
Washington DC 20521-2140

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visit may be arranged during normal duty hours by contacting:

Name: Kenneth P. LuePhang ([kluephang@usaid.gov](mailto:kluephang@usaid.gov))

Address: USAID/Tanzania  
686 Old Bagamoyo Road  
P.O. Box 9130  
Dar es Salaam

Telephone: 2668503

Site visit can be made no later than **April 15, 2009** and notice of interest for visit may be received no later than **March 26, 2009**. Representative of USAID will be onsite on March 26, 2009, from 10:00 am to 3:00 pm.

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

**L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to 8 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending 3 paper copies of a technical proposal and one original and 3 copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of 3 paper copies of a technical proposal and one original and 3 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

## **L.8 INSTRUCTIONS REGARDING KEY PERSONNEL**

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

## **L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

**L.10 SMALL BUSINESS PARTICIPATION**

(a) As part of the evaluation of past performance in Section M of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

1. Well written technical proposal which addresses all required specifications.
2. Past performance of offeror
3. Price

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

**M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

**M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

**M.4 SMALL BUSINESS PARTICIPATION**

Past performance of offerors in using SB concerns 10 (insert weight)

Offers from small business concerns will not be evaluated against this factor.

**ATTACHMENT 1**  
**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

**ATTACHMENT 2**

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

DRAFT

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	
		5. Position Under Contract	
		6. Proposed Salary	
		7. Duration of Assignment	
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading	

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
--	------

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Procurement Policy Division (M/OP/P)  
Washington, DC 20523-1435,  
and  
Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

**ATTACHMENT 3**  
**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

DRAFT

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/APPLICATION</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR                      QUARTER</p> <p>DATE OF LAST REPORT</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME                      <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>	<p>AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

DRAFT

Authorized for Local Reproduction  
Standard Form - LLL-A

**ATTACHMENT 4**  
**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

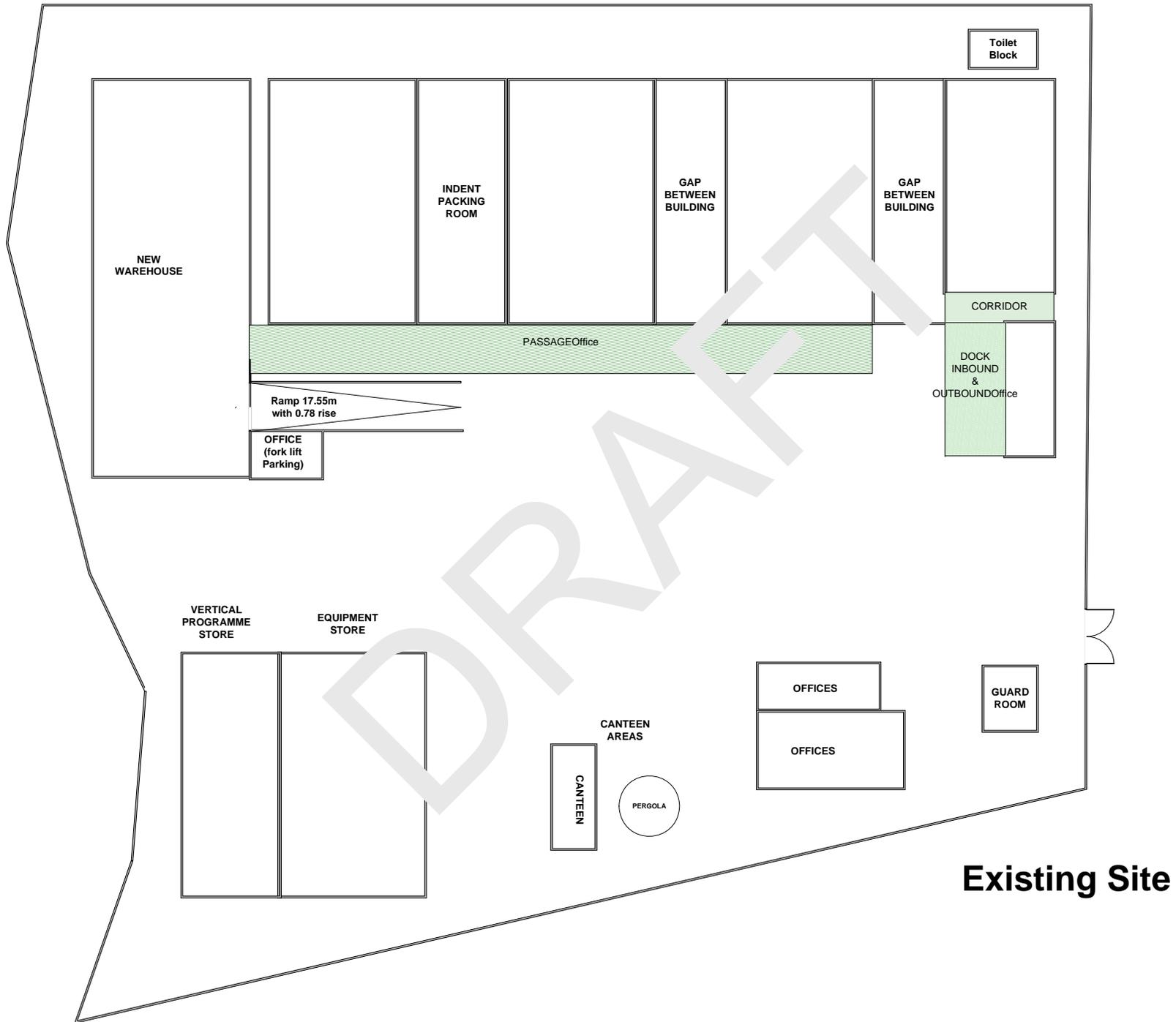
TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

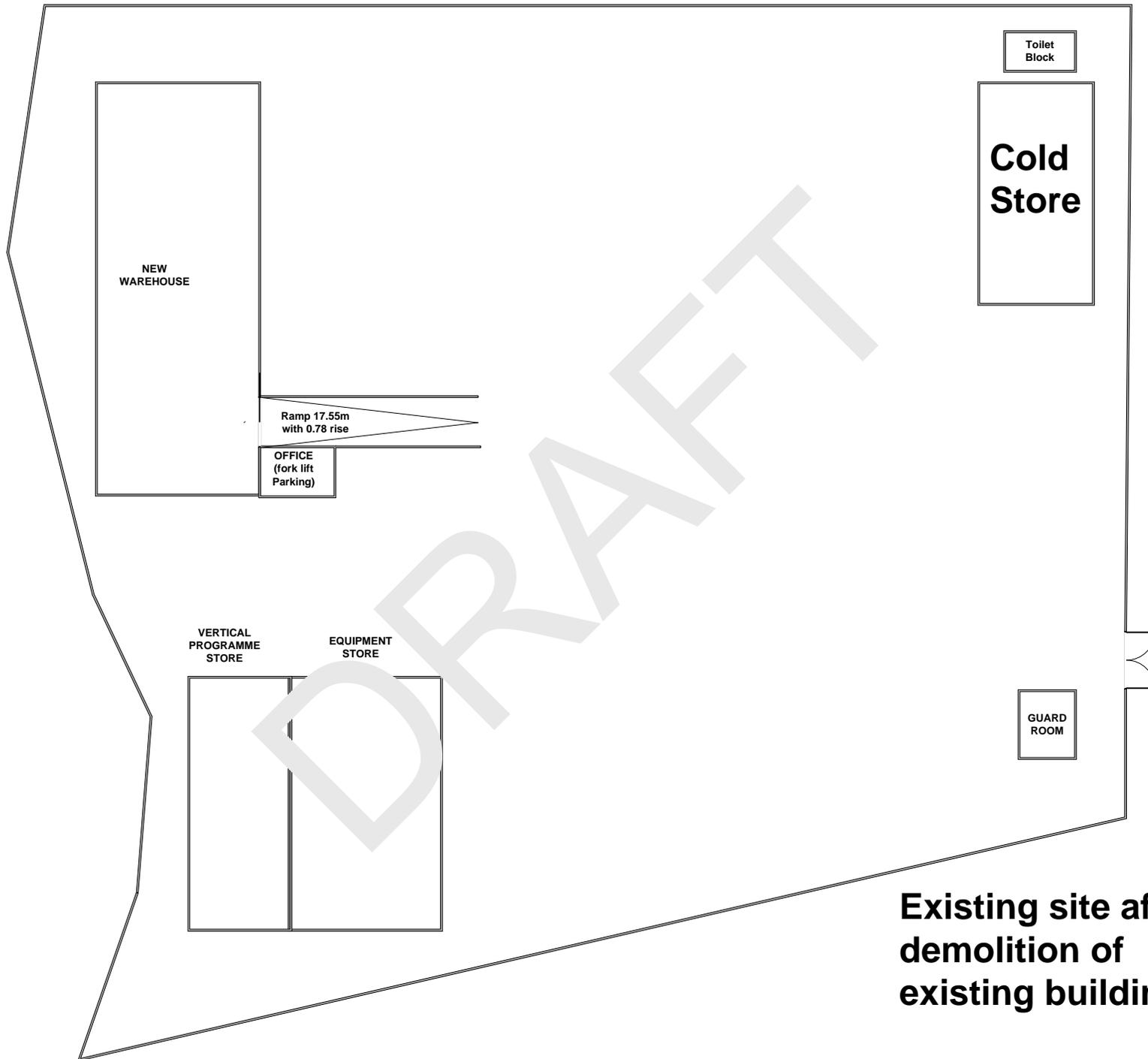
\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

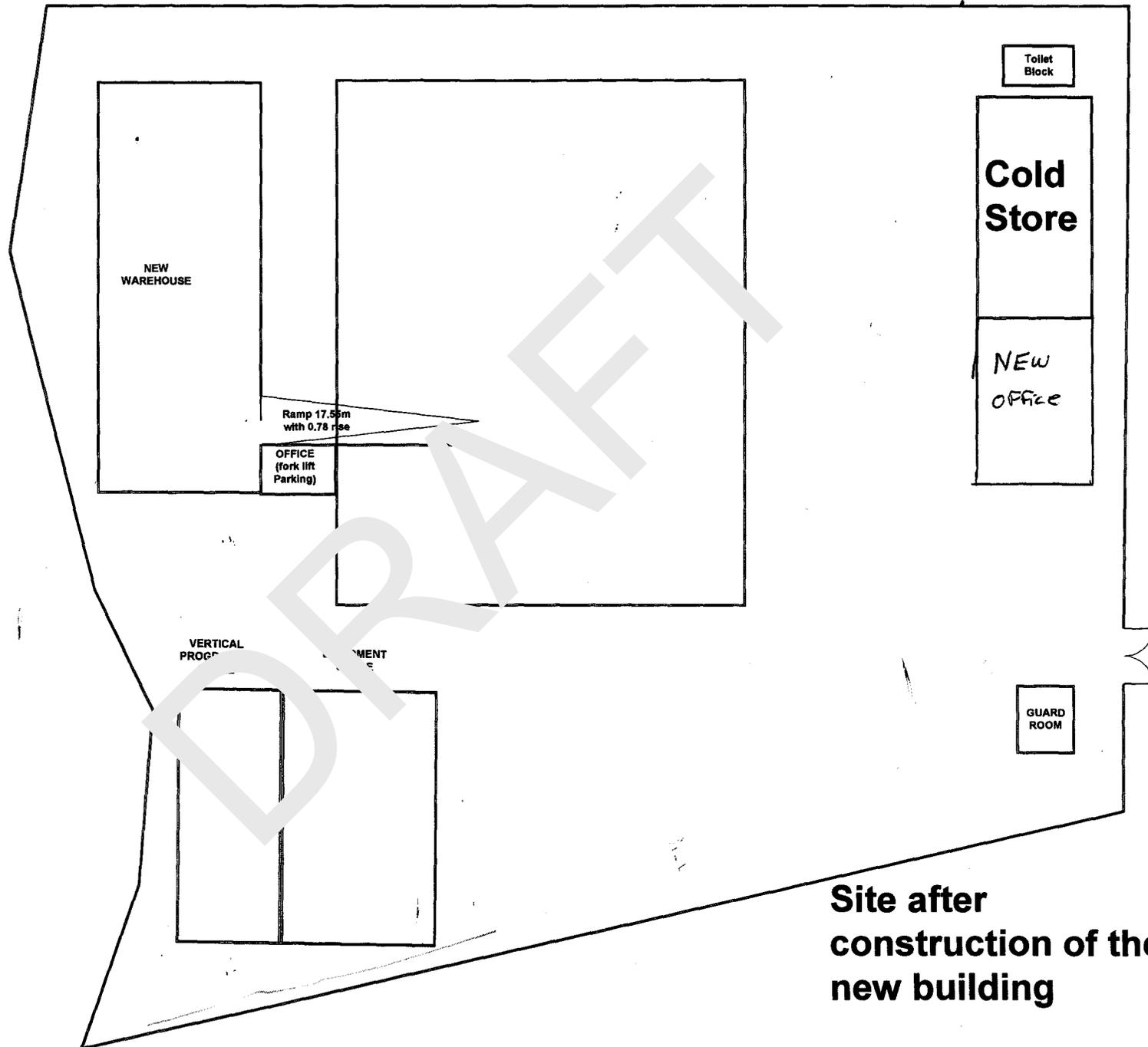
\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.



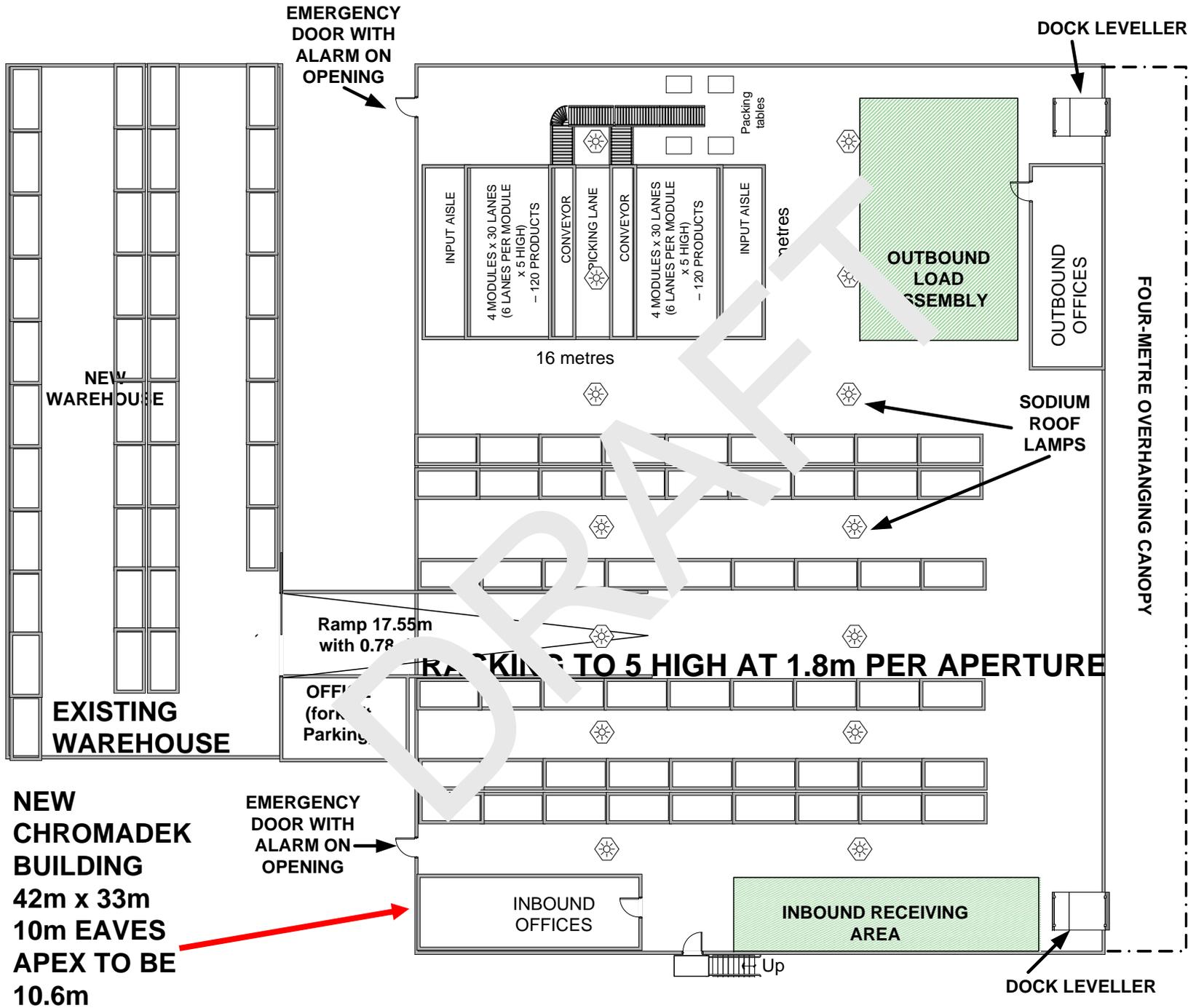
**Existing Site**

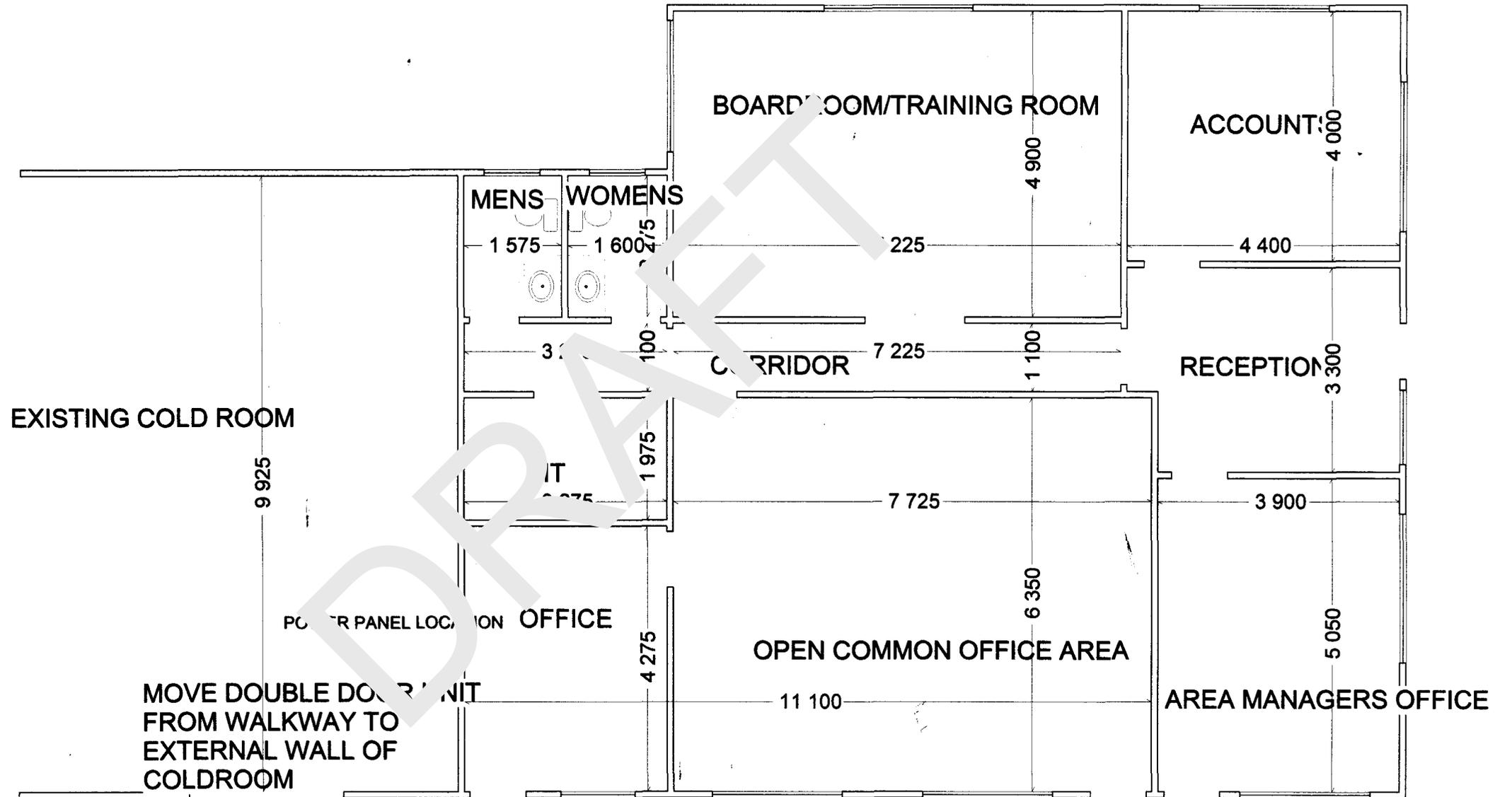


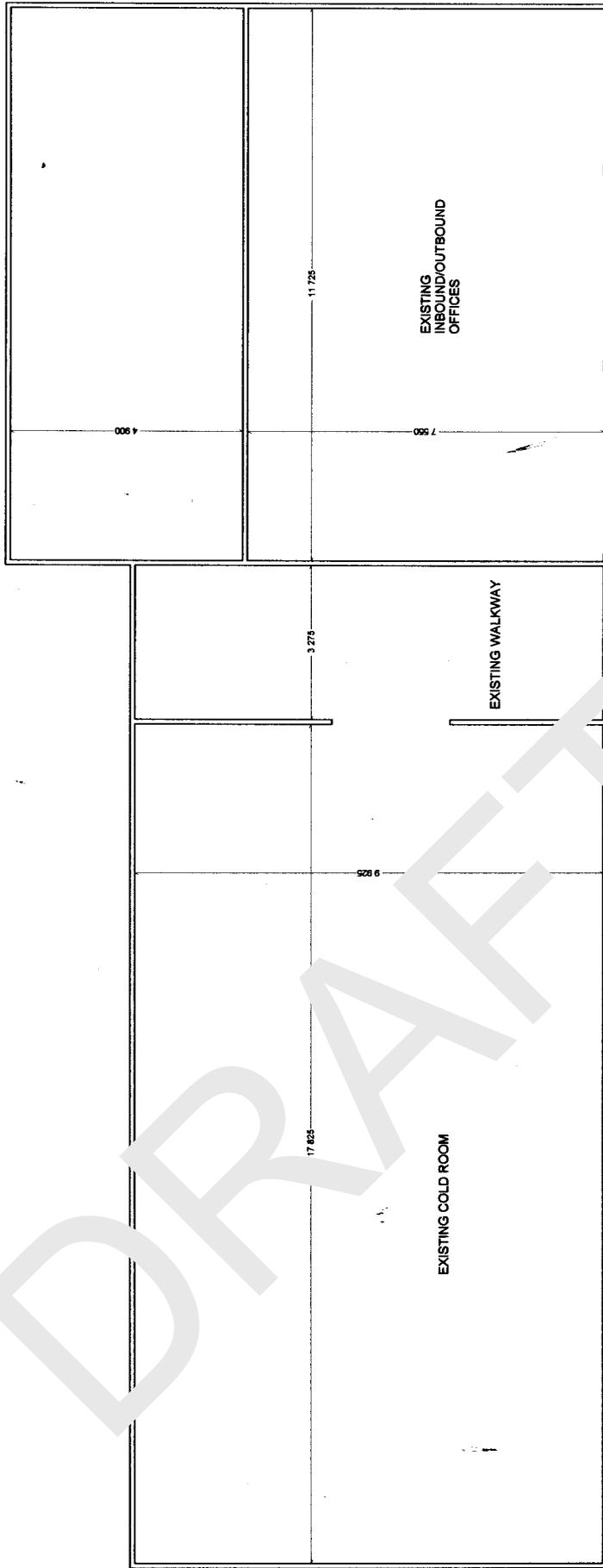
**Existing site after  
demolition of  
existing buildings**



**Site after construction of the new building**







COLDROOM INBOUND/OUTBOUND AREA  
367.7 sq.m

