

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

This is a Performance-based Contract.

The price quoted shall be structured in all aspects of the purpose and outcome desired.

B.2 PERIOD OF PERFORMANCE:

The period of performance of this contract is estimated to be two hundred and ten (210) calendar days as follows:-

- A complete and detailed work plan is expected fifteen (15) calendar days after the signing of the contract. This will be presented to the designated USAID/Tanzania Contracting Officer Technical Representative (COTR) for review and approved by the Contracting Officer. The Contractor may present a detailed and complete work plan prior to the 15-day deadline.
- One hundred (100) calendar days from the signing of the contract, the Contractor will have completed English Language Lab Package (ELLP) installation at all three TTCs, and submitted the ELLP Installation Report (see deliverables section below).
- Twenty (20) calendar days after the date of the completed ELLP installations (submission of the ELLP Installation Report), the trainings for both instructors and technicians should be completed, and the Training Report (see deliverables section below) should be delivered.
- Ninety (90) calendar days from the successful completion and turnover of the three labs (submission of the ELLP Installation Report), the Evaluation Survey, expected to take 10 working days, should begin.
- Two hundred (210) calendar days from the signing of the contract, the results of the survey will be delivered to the designated USAID/Tanzania Contracting Officer (CO), the mainland Tanzania Ministry of Education and Vocational Training, and the three TTCs (see Final Evaluation Report in the deliverables section below).

The effective date of the contract will be after USAID verifies the completion of the renovations of the English Language Lab space at the three Teacher Training colleges (TTC).

B.3 AVAILABILITY OF FUNDS:

According to FAR Clause 52.232-18 "Availability of Funds (APR 1984)," which is incorporated by reference into this contract.

B.4 GOVERNMENT FURNISHED EQUIPMENT

N/A

B.5 SITE VISIT

The English Language laboratories will be located at three Teachers Training Colleges (TTCs) across Tanzania's mainland. The locations identified by the Ministry of Education are: Morogoro TTC, Mtwara Certificate TTC, and Butimba TTC (Mwanza).

Infrequent travel from lab sites to the Ministry of Education and USAID offices in Dar es Salaam is expected.

SECTION C - CONTRACT CLAUSES

C.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	
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C.2 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):

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2006
52.233-3,	PROTEST AFTER AWARD (31 U.S.C. 3553).	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

For FAR Clauses: <http://www.arnet.gov/far>

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d) (4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (iii) Alternate II (OCT 1998) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

[X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

[] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[] (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c) (3)(A)(ii)).

[] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

[] (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[] (ii) Alternate I (JAN 2004) of 52.225-3.

[] (iii) Alternate II (JAN 2004) of 52.225-3.

[] (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

[] (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

This statement is for information only. It is not a Wage Determination.

EMPLOYEE CLASS

MONETARY WAGE – FRINGE BENEFITS

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

C.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

I. PURPOSE

Through this Request for Proposals (RFP), the United States Agency for International Development Mission to Tanzania (USAID/Tanzania) and the Ministry of Education and Vocational Training (MOEVT) expect to create three (3) functioning English Language labs at three (3) different Teachers Training Colleges (TTCs) across Tanzania's mainland. These labs will provide teachers and students with a variety of tools, exercises and learning modes to increase opportunities for listening, speaking and interacting in the English language. They should expose Tanzania's teachers and TTC students to technology through which they can access rich curriculum content and intensive exposure to authentic English. The labs should have the capacity to provide ample self-study content for individuals making use of the labs outside the regular class sessions. Additionally, the labs should provide classroom instructors with the means to teach large classes through a variety of teaching methods. The Offeror should propose inventive and pragmatic solutions for these resource-limited environments that will provide both classroom and self-study learners with a durable and user-friendly interface that serves the TTC students and neighboring community teachers well into the future.

II. BACKGROUND

Education is a key to Tanzania's growth agenda. Among the challenges to continued improvement of quality education in Tanzania is the poor English language skills of Secondary School teachers and TTC students (who will become primary and secondary school teachers). English is the language of instruction across all of Tanzania's secondary schools (Ordinary Level – forms I-IV and Advanced Level – levels V-VI). Data shows that performance on the Form 4 exam is poor with only 5.1% earning Division I (of four) marks, and only 8.6% earning Division II marks (Basic Education Statistics in Tanzania, June 2008). Equally illustrative are the low numbers of Form IV leavers selected to Form V versus the number for students who sat for the exams. In 2006, 39% of those who sat for the exams were selected; that number dropped to 30% in 2007 (Basic Education Statistics in Tanzania, June 2008). In 2008, the total number of students in their last two years of Secondary School (cohorts in Forms V & VI) were equivalent to just 2.7% of the total number of students in their last two years Primary School (cohorts in Standards 6 & 7), 58,153 students in Forms V & VI compared with 2,185,945 students in Standards 6 & 7. This shows a trend of significant shedding of students in those cohorts as they move from the Kiswahili-taught primary school levels to secondary schools where English is the language of instruction and examination. The MOEVT has identified shortcomings in English language skills among Secondary School teachers as a major cause of this low performance. Existing infrastructure and materials available at Teacher Resource Centers and TTCs need improvements to meet the demand of the growing number of Tanzanian Secondary Schools and Secondary School teachers.

USAID is supporting the MOEVT to strengthen the English language skills of Teachers across Tanzania through the provision of three (3) English Language Lab Packages (ELLPs). These ELLPs will be located at three (3) TTCs in order to jointly serve the student body of teachers in training as well as teachers from the surrounding areas.

III. EXPECTED RESULTS

The following tasks are to be accomplished within this Scope of Work:

- 1) Installation of three (3) English Language Lab Packages (ELLPs)
- 2) Trainings for instructors and technicians at each TTC, and
- 3) An evaluation survey.

The English Language learning facilities provided through this RFP will allow for various methods of both teaching and learning English. This includes audio and visual learning aids, English language learning software, hardware and software that supports both individual self guided learning and instructor led group learning, instructional and new technology training of teachers, and technical maintenance and repair training for technicians. The successful Offeror's proposal will provide detailed, innovative and practical solutions to English Language learning in Teachers Training Colleges in semi-rural areas of Tanzania. These solutions will be versatile enough to engage English language speakers from a variety of fluency levels, but most especially beginner/elementary levels. This RFP is for the one-time provision of training and installation of software and hardware for three English Language labs at three TTCs in mainland Tanzania and a short evaluation survey of the project.

IV. SCOPE

The successful Offeror will lay out innovative and pragmatic solutions for these English Language Labs, and will address the issue of value added for dollars spent.

The English Language Lab Package (ELLP)

The ELLP component is defined as: all of the hardware, software, reference material, furniture, wiring, and other technology required to transform an empty renovated space into a functioning language lab facility. The following are the elements of the language lab expected to be installed into the renovated space at each TTC:

- Desk space and chairs for an estimated 45 learner stations and one instructor station per lab
 - The number of stations, however, is expected to comfortably maximize the space allotted for the labs at the TTCs
 - The desks should be of sufficient size to accommodate the microphone, headphones and recording device along with any other technology to be installed there, in addition to workspace for writing or reading.
- Digital voice, recording and playback equipment
- Two-way communication headphones and microphones for each station
- Visual display device (a projector is not recommended) for visual instruction (spelling, grammar, etc.)
- Control computer (for instructor) to program the hardware and software for group work, full class participation or one on one communication with individual students; pre-record lessons; monitor student progress through live listening, reviewing recorded material, and playback of any instructor or student recorded material to any selection of headphones
- Software effective as both a supplement to instructor led classes, and as a stand-alone self-study tool. It must cater to students of varying levels of English fluency.
- Appropriate reference material such as Swahili/English dictionaries, English grammar guides and operational handbooks for the equipment

The successful Offeror will propose the use of software and hardware with a user friendly interface allowing the student to navigate, delete, store and playback recorded material. Both the hardware and the software should effectively complement English Language Learning. The hardware and software should have proven effectiveness and durability as well as a good product history.

Trainings for Instructors and Technicians

The successful Offeror will propose effective training sessions for both instructors and technicians. This RFP provides for six (6) trainings. One training for instructors and one training for technicians will be conducted at each of the three TTCs. The trainings will take place on-campus in the completed language labs. All trainees will be TTC staff, and no transport costs or overnight costs will be included. The RFP provides for snacks, lunch and materials (pens, paper, tools where applicable), but not for per diem or stipend money for trainees.

The RFP also provides for equipment manuals and reference materials for each participant (trainee). At each TTC, trainees in both the instructor and the technician trainings will be selected by that TTC's Principal. Trainers will provide Certificates of Completion to each trainee upon full and successful completion of the training. Trainings will be conducted in English. The RFP provides for a local translator to assist with the technician trainings. Each TTC is expected to select between three and five trainees for the technician training, and between five and ten trainees for the instructor training.

The technicians chosen to attend the technicians training will be IT literate, but with varying levels of technological expertise. Their training session should focus on skills and techniques that allow them to successfully repair and maintain the labs. The manuals and reference materials should include key and relevant information to which the technicians can refer for ongoing technical reference.

The instructors chosen to attend the instructor training will be English Language teachers at the TTCs. Trainings will cover all basic skills necessary to operate the language lab and instructor computer. These trainings will include a short section on pedagogy using the lab equipment. Upon completion, instructors should be able to operate the labs, and make full use of all of the technology available to them for teaching, preparing and monitoring classes. The manuals and reference materials should include key and relevant information to which the instructors can refer for ongoing technical and instructional reference.

Evaluation Survey

One hundred and ninety (190) days after the signing of the contract, and ninety (90) days after the successful installation of the labs, the Contractor will be expected to perform a short evaluation survey of the three English Language labs. These evaluations should gather feedback from the labs' stakeholders: instructors, technicians, TTC administration and students. The evaluation should gauge the usability, appropriateness and success of the labs as it relates to the aforementioned stakeholders. The report should make recommendations for improvement for the labs (both "quick fix" and long-term) that may include: policy change at the TTCs, additional trainings, change in size of the labs, resources dedicated to the labs, and the feasibility of replicating this project.

V. OTHER CONSIDERATIONS

Opening Ceremony: Two (2) weeks prior to the completion of the installation of the labs, the contractor will formally notify the MOEVT, the Principal of each TTC, and the designated USAID/Tanzania Contracting Officer Technical Representative (COTR) of the estimated date of completion. This will allow the Ministry of Education, the TTCs and USAID to plan appropriately for the official opening ceremonies. These ceremonies will ideally occur on any day when a Training of either instructors or technicians is taking place. If this coordination is not possible, the ceremony should take place before the trainings begin.

Furniture: USAID/Tanzania suggests locally made seasoned wooden furniture be installed in all three English Language Labs. The Offerrer will provide full specifications of the furniture required for the labs in the proposal. USAID/Tanzania reserves the option to procure and deliver the furniture to the English Language Lab sites.

The Physical Structures: are located on the TTC campuses and are being renovated. The effective start date of the contract, and thereby the ELLP installation will occur after USAID/Tanzania certifies the completion of the renovations of the lab spaces at the three colleges.

Delivery and Payment Schedule: The Offerrer should propose a delivery and payment schedule, and provide it with the proposal.

VI. DELIVERABLES

All deliverables should be submitted to the designated USAID/Tanzania COTR.

- A detailed work plan to include relevant information on all project staff and their scopes of work; plans for coordinating with both the TTCs and the Ministry of Education to complete this project; and overall project methodology.
- An English Language Lab Package (ELLP) installed in three (3) Teachers Training Colleges (TTCs) across Tanzania: Butimba (Mwanza), Mtwara and Morogoro. *Completion of ELLP installation will be acknowledged after receipt of an ELLP Installation Report detailing, very briefly, the finished condition of the three English Language Labs. The report should include high definition digital photographs of the completed labs, and a formal letter of acceptance from each of the Principals of the three (3) TTCs signifying they acknowledge the successful completion of the labs.*
- A Training Report. This very brief report will document the successful completion of the trainings for the instructors and technicians. The report should include the names and titles of all trainees trained at each TTC, and a roster, signed by each trainee at the completion of each day. This report should be accompanied by a formal letter of acceptance from each of the Principals of the three (3) TTCs signifying they acknowledge the successful completion of the Trainings for both technicians and instructors.
- A Final Evaluation Report to be delivered to the COTR, TTC Principal and the MOEVT 210 days from the signing of the contract.

VII. BRANDING STRATEGY AND MARKING PLAN

Per USAID's policy, the Offerror should create and submit with their proposal, a Branding Implementation Plan (BIP) and a Marking Plan (MP). The MP should enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity (which consists of the USAID logo and the line "From the American People"). Additionally, the MP should include a plan to prominently identify each English Language Lab with the Identities of both USAID and MOEVT and the tag line, "This English Language Lab was provided with assistance from the American People."

In the BIP, the Offerror should include a plan to publicize the project in Tanzania, and a description of the communications tools to be used. Such tools may include the following:

- Press releases,
- Press conferences,
- Media interviews,
- Site visits,
- Success stories,
- Beneficiary testimonials,
- Professional photography,
- Public Service Announcements,
- Videos, and
- Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.

The Offerror should also include in the BIP a strategy for using key milestones such the Official Opening of one or all of the English Language Labs to link the project to "Assistance from the American people."

The Agency evaluates the BIP and MP for legal sufficiency, not competitively as part of the technical review process. Automated Directives System (ADS) 320.3.2.2 for BIPs and ADS 320.3.2.3 for MPs enumerate the

items that might be included in each document. See: <http://www.usaid.gov/policy/ads> to download a copy of these ADS provisions.

All BIPs and MPs will be submitted along with the Offerror's final proposal and will be reviewed by the Contracting Officer and other USAID employees for adequacy. Following completion of the review, USAID/Tanzania will negotiate any required changes, approve, and include the BIP and MP as part of the acquisition award. Failure to submit or negotiate an acceptable BIP or MP will result in that applicant becoming ineligible for award. Any estimated costs associated with branding and marking, if approved, will be included in the Total Estimated Amount of the award.

The prospective contractors can download Graphic Standard Manuals from the following link to be used as the Marking guideline for the contract: http://www.usaid.gov/branding/USAID_Graphic_Standards_Manual.pdf

Additional information on marking requirements can also be obtained from this link <http://www.usaid.gov/branding/acquisition.html>

Please contact the USAID/Tanzania point of contact for this RFP in the event that you have been unable to download the document.

SECTION E - SOLICITATION PROVISIONS

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
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

TECHNICAL EVALUATION FACTORS:

The Government will award to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Award of a contract resulting from this solicitation, IAW FAR "15.101-2 Lowest priced technically acceptable source selection process", will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non cost factors. The following factors shall be used to evaluate offers.

The entire proposal should fall within 15 single-sided pages, excluding design plans and product illustrations /pictures.

The following four criteria will be considered in the selection decision:

Technical Approach and Soundness (35%)

- Proposal presents realistic, pragmatic and innovative English Learning solutions.
- The detailed plan demonstrates a clear understanding of the challenges and solutions for a semi-rural, resource-limited setting.
- The proposal satisfactorily addresses the issues of travel and transport of materials both locally and internationally (if applicable).
- Demonstrates flexibility and adaptability to various challenges posed by working in a semi-rural, resource limited environment.
- The approach demonstrates ability to provide English Language learning in a resource-limited, semi-rural setting educating students from various English fluency levels.
- The proposed training modules and materials address instructors and technicians in a straightforward and user-friendly manner. The proposal sufficiently details a method that makes efficient use of the training period, addresses a variety of technology literacy and provides colorful and engaging trainings.

Quality of Technology (25%)

- The Offerror should demonstrate how the proposed hardware technology for the ELLP will prove durable in a semi-rural and resource-limited environment.
- The technology will be evaluated based on its usability for both independent and classroom study.

- The Offeror's proposed hardware and software technology choices should be user-friendly for users with limited technological savvy.
- The technology's simplicity with regard to repair, maintenance and ease of use will be evaluated.
- The proposed software's effectiveness in supporting the learning objectives in an English Language classroom is of paramount importance. The Offeror should detail the software's success among students of varying English fluency levels.
- The proposed technology should be accompanied by detailed product specifications, illustrations/pictures and a brief explanation on the reasoning behind choosing the product and manufacturer.
- The durability and usability of the labs will be a critical foundation for the successful proposal.

Staffing & Management Structure (20%)

The Offeror's proposed staffing plan and management structure (SPMS) should demonstrate clearly how it will support the proposed technical approach to achieve intended results. The SPMS should:

- Include a proposed Project Manager who demonstrates appropriate and relevant experience managing the mobilization and oversight of language learning solutions projects.
- Demonstrate a commitment to: professional excellence, leadership and management abilities, team-building and communication skills, and strong cross-cultural and interpersonal skills.
- Other proposed personnel should have relevant experience obtained from working in areas relevant to the positions to which they are proposed.
- Define how the Offeror will coordinate with USAID, the TTC and the MOEVT on a regular basis.

Past Performance & Institutional Experience (20%)

Past Performance References: Offeror should include the following information for each of the past 2 - 4 language lab solutions contracts they have won and completed:

- Name and address of awarding company/agency/ministry
- Place of performance or project
- Contract/award amount
- Award term (begin and end dates of project)
- Name, current telephone number and email address of responsible technical representative of that company/agency/ministry
- Brief description of the project. Pictures are preferred.

Institutional Expertise:

- The Offeror should submit a summary of its experience in managing and/or implementing projects similar to this proposed activity, including but not limited to the size, scale, duration, nature, complexity and geographic location(s).
- The Offeror should demonstrate how its institutional experience will help assure USAID that the results/outcomes of this proposed activity will be a high and durable quality, achieved in a timely manner, while maintaining cost control and maintaining acceptable business relations and practices.

Technical Capability: Work completed under this contract shall be completed by professionally certified personnel with expertise in the requirements of the Statement of Objective (SOO). Detailed qualifications (certificate of training, state licensing & other pertinent training documentation that documents and demonstrates at least four (4) years of similar work experience as it relates to the SOO) of personnel to be utilized in the performance of this contract, shall be submitted with the offeror's proposal.

Past Performance: Offerors shall provide, with their proposal, documentation and demonstration of favorable past performance on a minimum of two (2) similar projects to include, but not limited to: timeliness of performance, cost control & customer satisfaction. Offerors shall provide a brief description of the effort, customer point of contact with phone number and contract value for each past performance referenced.

Hastily responses or responses which merely repeat the SOW can not be considered as being responsive to the requirement of this RFP. No assurances of applicable favorable experiences, capability of qualifications without a clear demonstration to support the claim, will result in the offer not being considered technically acceptable.

E-mailed response will be acceptable. Submittal of original and 2 copies of the response to Technical Evaluation Factors is required. Separate original and 2 copies of the response to Pricing are required. Each respective written response shall be bound and clearly labeled with a cover page signifying offer's company name and the content. Additionally, each response shall clearly reference on the cover page, this Solicitation No. "RFP-621-09-006".

Technical and/or administrative questions must be received NLT, April 17, 2009 Questions shall be emailed to mgindo@usaid.gov and copy kluphang@usaid.gov and skiranga@usaid.gov .

Amendments will be published in the same manner as the initial synopsis/solicitation.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>, additionally, offeror shall make clear reference in their proposal that the aforementioned electronic data has been submitted. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It [] has, [] has not 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.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website. (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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.]

E.4 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):

For FAR Clauses: <http://www.arnet.gov/far>
 For HSAR Clauses: http://www.dhs.gov/interweb/assetlibrary/DHS_HSAR_With_Notice_04-01.pdf

E.5 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:

Kenneth P. LuePhang
 Contracting Officer

Hand-Carried Address:

USAID/Tanzania
 686 Old Bagamoyo Road
 Dares Salaam
 Tanzania

Mailing Addresses

USAID/Tanzania
 686 Old Bagamoyo Road
 P.O. Box 9130
 Dares Salaam
 Tanzania

US Mail
 USAID/Tanzania
 2140 Dar es Salaam Place
 Washington D.C. 20521-2140