**Request for Proposals**

**Solicitation No: RFP TEPS-2022-015**

**Title: Rehabilitation of Bakoury Farm**

**Issue Date: 30 June 2022**

**Closing Date: 17 July 2022**

**Questions Due: 03 July 2022**

**Closing Time: 15:00hr (3:00pm) Khartoum, Sudan**

**Subject: USAID Contract No. AID-667-C-14-00001**

**Toward Enduring Peace in Sudan (TEPS)**

DT Global, the implementer of the Toward Enduring Peace in Sudan (TEPS) under USAID Contract No. AID-667-C-14-00001, invites proposals for the construction of the **Rehabilitation of ( Bakoury Farm)** as described in Attachment I “Statement of Work.

The period of performance for this activity anticipates commencing on 10th August 2022 and ending 15th Sep 2022. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract terms and budget, and reception of USAID’s Contracting Officer subcontract consent, if required. The Contract resulting from this award is envisioned to be a Firm Fixed Price subcontract.

DT Global encourages your organization to indicate its interest in this procurement by submitting a proposal in accordance with the instructions in Attachment II “Instructions to Offerors”. Proposals will be evaluated based on the evaluation criteria established in Attachment III of this solicitation. An award will be made to the Offeror whose proposal represents the best value to the project after evaluation in accordance with the criteria stated in the solicitation.

To be considered under the solicitation process, the Offeror should submit a complete proposal by the means indicated herein no later than the closing date and time indicated above. Offerors should ensure that the proposals are well written, easy to read and follow, and contain only the requested information. Proposals can be submitted **electronically** via email to:

TEPS Procurement Team

Email: procurements@aisudan.com

The solicitation number above must also be mentioned in the subject of the email.

All questions relating to this solicitation must be submitted electronically no later than July 03rd 2022 at 15:00hrs (3 pm) Khartoum, Sudan time, via email to:

Procurement Team

procurements@aisudan.com

Unless otherwise notified by an amendment to this RFP, no questions will be accepted after this date. No questions/clarifications will be entertained if received by means other than the specified email address. The solicitation number should be stated in the subject. If you are planning to submit a proposal, it is imperative to confirm receipt of this solicitation by email to procurements@aisudan.com in order to be included on the solicitation mailing list to receive answers to questions and any future amendment(s).

Proposals must be submitted separately via two different emails. The first email shall include the technical proposal as an attachment and should be named “Technical Proposal” and the second email shall include the cost/business proposal and should be named “Business Proposal.”

Mandatory Minimum Requirements:

1. Signed technical submission form and financial proposal (Bid Book)
2. Completely filled and signed BOQ

Attachments:

1. Attachment I Instructions to Bidders
2. Attachment II Bid Book
3. Attachment III Representation Regarding Telecommunications and Video Surveillance Services or Equipment

Sincerely,

TEPS Procurement

## Attachment I- Instructions to Bidders

These Instructions to Offerors will not form part of the offer or of the Subcontract. They are intended solely to aid Offerors in the preparation of their proposals.

1. This is a competition among pre-qualified companies.
2. The proposals, and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed.
3. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by DT Global. All such costs will be at the Offeror’s expense.
4. Proposals and all cost and price figures must be presented in USD/SDG. The services provided under this contract are funded by the U.S. Government and shall be exempt from Host Country taxes, import and other fees, as stipulated in the bilateral agreement between the U.S. Government and Government of Sudan. The Offeror must state in its Proposal the validity period of its offer. The minimum offer acceptance period for this RFP is **90 days** after closing date of the RFP. Offers with a shorter acceptance period will be rejected. This RFP in no way obligates DT Global to award a subcontract.
5. Late Offers: Offerors are wholly responsible for ensuring that their offers are received in accordance with the instructions stated herein. DT Global reserves the right to reject any offer not submitted by the indicated deadline, even if it was late as a result of circumstances beyond the Offeror's control.
6. Modification/Withdrawal of Offers: Offerors have the right to withdraw, modify or correct their offer after such time as it has been emailed to DT Global; at the email address stated above and provided that the request is made before the RFP closing date.
7. Disposition of Proposals: Proposals submitted in response to this RFP will not be returned. Reasonable efforts will be made to ensure confidentiality of both Business and Technical Proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature but if such information is included in the Offeror’s proposal, the Offeror must alert DT Global and must annotate the material by marking it “Confidential and Proprietary” so that these sections can be treated appropriately. In either way, by submitting an offer, even if sections are marked “Confidential and Proprietary’, the offeror accepts that such offers and the information contained within will be shared with USAID and different US Government authorities.
8. Technical Proposal and Business Proposal must be kept separate from each other. Technical Proposals **must not** include cost or pricing data to ensure that the technical evaluation may be made strictly on technical merit.
9. Clarification and Amendment to the RFP:
	1. Any question raised regarding this solicitation should be received no later than the date and the time indicated on the cover letter. All questions must be **in writing and** sent by email to procurements@aisudan.com. No questions/clarifications will be entertained if they are received by means other than the aforementioned email address. The solicitation number should be stated in the subject line. Responses to questions received will be compiled and emailed to potential Offerors.
10. Offeror’s email message should state in the subject the solicitation number. Also, the email should include the name of your organization, the name of contact person, email address and telephone number.
11. DT Global anticipates that discussions with Offerors will be conducted; however, DT Global reserves the right to make award without discussions. Therefore, it is strongly recommended that Offerors present their best offer as their initial submission.
12. DT Globalmay waive informalities and minor irregularities in proposals received.

**Submission of Proposal:**

1. Proposals must be submitted in an electronic format as an email attachment, sent to Procurement Team email address mentioned herein, no later than the date and time specified in the cover letter.
2. The email should state the solicitation number in the subject line.
3. The file attachment should be in a format that can be opened by one of the following applications: PDF, MS Word, MS Excel, or MS PowerPoint. The submission of attachments in any other format may result in disqualifying the offer. Please make sure the files are not password protected or blocked in any other manner, as that might lead to disqualifying the offer.
4. Please note that the TEPS email server has a limitation of 20MB for the total attachments per single email. It is strongly recommended that the size of ALL attachments per a single email be less than 20MB.
5. The technical proposal and business proposals should be submitted in two separate emails. The first should be named “Technical” and the second “Cost/Business.” If the submission will be through several emails, then the emails should be sequentially numbered indicating the total number of emails that will be submitted (example 1/4, 2/4, 3/4 and 4/4).

**Content of Proposal:**

The proposal shall consist of five (5) sections. 1) The Cover Page-Technical, 2) The Technical Proposal, 3) The Cover Page-Cost, 4) the Cost/Business Proposal; and 5) The Attachments

1. The Cover Page-Technical:

The cover page should be on the Offeror’s letterhead and MUST contain the following information:

* + Solicitation Number
	+ Company’s Name:
	+ Company’s Address
	+ Name of Company’s authorized representative
	+ Telephone No, Cellular Phone #, Email address
	+ Validity of Proposal
	+ Signature, Date and time
1. Technical Proposal:

The technical proposal shall describe how the Offeror intends to carry out the statement of work. It will also address the Offeror’s corporate capabilities to carry out the work and the extent to which the Offeror has a demonstrated ability to provide the required services. The technical proposal should include the following:

* + Company Profile
	+ Detailed Works Schedule from mobilization through site handover
	+ A narrative explanation of the implementation of the works
	+ Administrative documents as described in the technical evaluation criteria (registration, tax documents, presence in Sudan, membership to contractors’ associations, etc.)
	+ A list of key personnel (professional staff), their role in the project, and their CVs
	+ Detailed Equipment List, with proof of ownership if applicable
	+ Proof of Financial capability
	+ Proof of previous performance of similar services, including completion certificates and references.

NOTE: The Offeror must include the resumes of all proposed personnel for this project.

The technical proposal should follow the same order of the technical evaluation criteria mentioned in Bid book. Failure to respond to any section will be the basis for disqualification of the Offeror from further consideration.

1. The Cover Page - Cost/Business:

The cover page should be on the Offeror’s letterhead and MUST contain the following information:

* + Solicitation Number
	+ Company’s Name:
	+ Company’s Address
	+ Name of Company’s authorized representative
	+ Telephone No, Cellular Phone #, Email address
	+ Total Proposed Price
	+ Validity of Proposal
	+ Signature, Date and time
1. The Cost/Business Proposal:

As stated earlier, the cost proposal shall be submitted separately from the technical proposal. The Bill of Quantity (BoQ) will present the cost for performing the work specified in this solicitation.A template is provided for the pricing as Annex 1. At a minimum, the cost proposal will include the following information:

1. A detailed cost break-down of the proposed budget to the maximum extent practical using the template provided.
2. A detailed and comprehensive budget narrative explaining the basis for the cost estimates.

This solicitation in no way obligates DT Global to award a subcontract, nor does it commit DT Global to pay any costs incurred in preparation and submission of a proposal in response to the RFP. Furthermore, DT Global reserves the right to reject any and all offers if such action is in the best interest of DT Global.

The Offeror must provide a priced BoQ in the template provided. If an Excel file, it should not be ‘read only’ or ‘protected.’ The proposal must include any necessary supporting information to substantiate proposed costs.

**Attachment II- Bid Book**

|  |  |
| --- | --- |
| **Scope of Bid** | DT GLOBAL invites pre-qualified construction contractors to submit a best-price proposal for this work funded by the U.S. Agency for International Development (USAID) as described in this Bid documentation. Offerors are responsible for ensuring that their proposals are received by DT GLOBAL in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with instructions described in this RFP may lead to disqualification of a proposal and offeror from consideration. |
| **Source of Funds** | USAID |
| **Eligible Bidders** | Bidders are required to submit signed electronic technical submission form and financial proposal mentioned below to be eligible for evaluation1. Signed technical submission form and financial proposal
2. Methodology and Work Schedule
3. Completed, filled and signed BOQ
4. CVs of key technical personnel that will be used in this project.
5. List of adequate equipment for this project
6. Registration in Sudan under (companies law, contractors union)
7. Registration for taxation.
8. Financial Capabilities (bank letters- bank statement).

Ineligible to participate in the bidding process are:* Offerors (including all subcontractors which will be engaged) must not currently be associated with or have been associated with (or the affiliates of a business or company) the consultants or company which developed the specifications, plans, measurements, and other documents used in previous RFPs or as part of this RFP.
* Offerors who are bankrupt or insolvent as determined by a judicial decision other than bankruptcy, resulting, in accordance with the applicable legislation, in total or partial seizure by the Administration and disposition of its property;
* Offerors who are seriously guilty of false statements regarding information required for its participation in a Request for Quotations or a RFP;
* Offerors who have not substantiated being in compliance with the Tax and Labor Administration;
* Offerors who have connections with terrorist organizations or who finance acts of terrorism.
 |
| **One Bid per Bidder**  | Firms shall submit only one bid per bidding process. Any proposals that are identified as coming from the same firm will be disqualified. |
| **Cost of Bidding** | The bidder shall bear all costs associated with the preparation and submission of its bid. DT GLOBAL and the Bid Committee will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. No fees may be charged for the collection of a bid book.  |
| **Site Visit** | The bidder is advised to visit and examine the Site of Works and its surroundings and obtain as their own responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. |
| **Language of Bid** | The Language of Bid shall be English |
| **Annexes Incorporated by Reference** | The bidder is responsible of becoming familiar with Annex 6 (Mandatory FAR clauses to be incorporated in the award) |
| **Packaging and Marking of Proposal** | Proposals/ Bids should be submitted by email, as stated above (preferred submission option), or hand delivered to the Chief of Party in sealed envelope in which there are two envelopes for the financial and technical proposals (clearly marked as such on the envelope), If submitting in hard copy (hand delivered) the Bid documents should be sealed in two (2) envelopes and deposited to the location designated in the Invitation to Bid before the expiry of the deadline for submission of Bids. * A first sealed envelope bearing the name of the Offeror and the subject of the RFP marked “**TECHNICAL PROPOSAL**”, containing one (1) original, one (1) copy of the original and one (1) digital copy (on a USB storage device)
* A second sealed envelope bearing the name of the Offeror and the subject of the RFP marked “**COST PROPOSAL**”, containing one (1) original, one (1) copy of the original, and one (1) digital copy (on a USB storage device

The two envelopes will be inserted in an outer envelope that will be marked as: **DT GLOBAL Sudan** **RFP TEPS-2022-014****DUE: July 17th 2022** |
| **Mandatory Documents included in Bid****Mandatory Documents****Technical Documents****Cost Proposal****References** | The Bidder shall fill all the information requested in the Bidding Documents. The documents to be included in the bid are: **Sub-Attachment A- Form of Bid \***Sub-Attachment B- Certification to Additional Agreements as Part of the Bid \***Sub-Attachment C- Key Site Staff (CV and Certificates Must be attached) \*****Sub-Attachment D- List of Equipment \*****Sub-Attachment E- List of Local Labor \*****Sub-Attachment F- Methodology of Work Schedule****Sub-Attachment G- Bills of Quantities - Blank (to be filled)****Sub-Attachment H- Certification of BOQ Quantities \*****Sub-Attachment I- Annexes**Submission forms requiring Bidder’s Signature are marked with an **(\*)** |
| **Bid Prices** | Bidders are responsible for checking the accuracy of the BOQ. If significant deficiencies are identified, the bidder should reflect those discrepancies in the BOQ **as a separate line item and should bring to the attention to the evaluating committee with a foot note**. The Contract shall be for the whole Works computed based on the unit rates and prices in the Bill of Quantities submitted by the bidder. The bidder shall fill in prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.  |
| **Currency of Bid and Payments** | The currency of the Bid shall be in United States Dollars (USD) All Payments will be in Sudanese Pounds (SDG). If a subcontract is issued in USD, payments shall be calculated in USD and converted to SDG using the official bank rate at the time of payment. |
| **Filling and Signing of the Bid** | The bidder shall fill all the information requested in the bid documents. If additional pages are required, the same can be inserted and paged accordingly. All the information shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.  |
| **Bid Validity** | The Bid shall remain valid for a period of **90 days** from the date of closing of the RFP. Bidders may not alter their bids after submission.  |
| **Bid Opening** | Opening of the Bids shall be presided over by the members of the Bid Committee |
| **Process to be Confidential** | The Bid Committee will not share information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Bid Committee’s processing of bids or award decisions may result in the rejection of the bidder’s bid.  |
| **Clarification of Bids**  | To assist in the examination, evaluation, and comparison of bids, the Bid Committee may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Bid Committee in the evaluation of the bids.  |
| **Evaluation of Bids** | The Evaluation Committee will have the responsibility to review, evaluate and qualify each of the criteria of all the offers received. As a result of the evaluation, the Evaluation Committee will jointly recommend the Offeror to be awarded the contract/contracts. If there are significant deficiencies regarding responsiveness to the requirements of this RFP, a proposal may be deemed “non-responsive” and thereby disqualified from consideration. **Compliance of Mandatory Documents:** The committee will verify presence of mandatory documents and certifications. DT GLOBAL reserves the right to waive immaterial deficiencies at its discretion.**Technical Evaluation**: Members of the Bid Committee serving as the Technical Evaluation Committee will first evaluate offers on their technical merits. The technical evaluation assesses the capacity of the company based on submitted technical documents. Technical evaluation criteria are mentioned below and will be evaluated using a numerical scale of 100 marks. A bid must receive at least 70 marks to be considered “technically qualified.”A detailed breakdown of the technical evaluation criteria is listed below:

|  |  |
| --- | --- |
| **Technical Evaluation Criteria** | **Total Points** |
| **Technical Approach (30 Points):**  |  |
| Offerors should prepare a works schedule, including mobilization schedule, with a detailed and realistic timeline to implement and complete the construction/rehabilitation works. This plan shall describe a detailed breakdown of activities that will allow TEPS to monitor weekly progress. The Offerors must demonstrate a full understanding of the construction/rehabilitation work to be performed.  | 30 |
| **Capabilities and Experience (40 Points):**  |  |
| Legal registration in Sudan and in-country presence, including registration with Sudanese contractors’ associations. Offeror should be registered for at least 3 years and in good standing with relevant tax and regulatory authorities. Incorporations older than 3 years are preferred.  | 10 |
| Key personnel proposed for contract have the relevant technical expertise to carry out the works as described, complete with CVs and description of the roles. | 10 |
| Detailed list of equipment, and proof of ability to mobilize required equipment, either through ownership or lease. | 10 |
| Proof of financial capability to undertake works (statement of capital, bank records, financial statements for the last previous 2 years, audit reports, etc.). | 10 |
| **Past Performance (30 Points):**  |  |
| A proven track record of implementing similar activities to those outlined in the scope of work. This shall include a minimum of four similar projects with government, commercial, or international clients. | 20 |
| Additional scores will be provided for successful implementation of similar projects in the state or county level.  | 10 |
| **TOTAL** | **100** |

The Bid Committee members serving as the Technical Evaluation Committee will only evaluate technical proposals. A separate committee will evaluate the cost proposals of technically qualified bidders.**Financial Evaluation**: The Cost Proposal Evaluation Committee (or individual) will proceed to evaluate the reasonableness of the cost proposal. Financial offers outside a margin of +/-20% of DT Global’s confidential internal estimate will not be considered for award. For technically qualified offers within DT Global’s acceptable price range, individual line items will be checked for price reasonability. Line items that are unreasonably high will be identified for further negotiation. The evaluation committee will proceed to request:1. a breakdown of the cost
2. best negotiated and final offer for those line items

The best and final price proposal will be reviewed for reasonability. The passing technical bids shall be checked for any arithmetic errors and corrections made as follows: 1. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern;
2. Where there is a discrepancy between the unit rate and the line item total derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern unless in the opinion of the Bid Committee, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected;

If a bidder refuses to accept the correction, their bid will be rejected.  |
| **Award** | The Bid Committee will recommend a bidder whose bid has been determined to:1. be substantially responsive to the bidding documents.
2. Receives a technical evaluation score of at least 70 marks; and
3. Provides the lowest cost within +/-20% of DT Global’s internal confidential estimate.

DT GLOBAL shall then notify the successful bidder in writing that his Bid has been accepted before the expiry of the period of Bid validity. The Letter of Acceptance sent to the Contractor shall state the sum payable to the Contractor for execution, completion and maintenance of Works as per the Bid. The Evaluation Committee will also propose as second and third alternatives, the offers that they occupy the second and third place in descending order.DT GLOBAL shall then send the Subcontract Agreement to be signed by the selected Contractor. The Contractor should return the signed Subcontract Agreement within five (5) days of receiving the Contract. The contractor attests to their ability to mobilize on site with all specified equipment withinten days of award and subsequent contract signing.DT GLOBAL reserves the right to conduct any of the following:* May conduct cost negotiations with offerors’ and (request best and final) and/or request clarifications from any offeror prior to award.
* While preference will be given to offerors who can address the full technical requirements of this RFP, DT GLOBAL may issue a partial award or split the award among various offerors, if in the best interest of the program.
* DT GLOBAL may cancel this RFP at any time.
* DT GLOBAL may reject any and all offers, if such action is considered to be in the best interest of DT GLOBAL, or USAID

DT GLOBAL reserves the right not to notify bidders if their offers were unsuccessful. |

**Mandatory Documents to be included in the Bid Package**

**SUB-ATTACHMENT A: Form of Bid**

To, The Bid Committee:

1. Having visited the above project site and examined the required biddingdocuments for the above mentioned works, we offer to execute, complete and remedy any defects to the works therein for the sum of (Insert amount in figures) USD$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert amount in words) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. We agree, if our bid is accepted, to mobilize on site with all respective equipment required to facilitate works and to begin said work within \_\_\_\_\_\_\_\_ calendar days of signing the official contract. We hereby further agree to complete and deliver the works in accordance with the contract within \_\_\_\_\_\_\_\_ calendar months calculated from the date of starting the works. Failure to maintain the approved timeline for delivery and schedule of works may result in the assessment of liquidated damages and possibly termination of the contract for cause. We understand and agree that DT GLOBAL and its TEPS representatives are not responsible to help facilitate transport of equipment into areas of designated works.
3. We understand and we accept that the Committee is not bound to choose the lowest price or any bid that may be received and that any or all bids may be rejected without assigning any reason for such rejection.
4. The validity of bids period is 180 days from the date of closing of bid submission and we agree to abide by this from the date fixed for receipt of the same.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this \_\_\_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SUB-ATTACHMENT B: Certification to Additional Agreements as Part of the Bid

|  |  |
| --- | --- |
| Type of Contract to be Awarded  | Firm Fixed Price |
| Defects Liability Period | 6 months |
| Percentage of Retention | 10% of each milestone Payment  |
| Time Allotted for Payment(s) once Payment Certificate is Approved | Seven (7) Days from Receipt of Official Invoice |
| Local labor to be hired under the contract | 50% |
| Percentage of Women to be Hired Under the Contract | Minimum of 5% |
|  |  |
|  |  |
|  |  |

## Terms and Conditions of Award

The subcontract award will include, but not be limited to, the following provisions:

**TYPE OF SUBCONTRACT**

This is a Firm Fixed Price subcontract. This fixed price includes, but is not necessarily limited to, all of the Subcontractor’s labor, supervision, insurance, transportation, fuel, oil, materials, tools, equipment, transport, loading and offloading, handling, maintenance, testing, taxes, quality control, security, waste removal and other obligations to which the Subcontractor may be entitled as well as the entire and indirect costs, such as overhead, transportation, and profit. Payments to contractor cannot exceed the total contract award.

The subcontractor agrees that shall bear the financial responsibility for any fines, fees, penalties, or corrective costs that result as a consequence of the subcontractor’s failure to meet the local environmental city regulations concerning demolition and disposal in a manner consistent with the terms of this subcontract.

Any fines, fees, penalties, or corrective costs that are not paid by the Subcontractor directly, shall be deducted from the final contract value.

Signature of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUB-ATTACHMENT C: Key Site Staff (CV and Certificates Must be attached)**

Please provide CVs indicating number of years of experience together with Educational and Technical Certificates

|  |  |
| --- | --- |
| **#** | **Key Site Staff** |
| 1 | Name: Title/ Position: Description of Education Qualification: Description of Relevant Work Experience:  |
| 2 | Name: Title/ Position: Description of Education Qualification: Description of Relevant Work Experience:  |
| 3 | Name: Title/ Position:Description of Education Qualification:Description of Relevant Work Experience:  |
| 4 | Name: Title/ Position: Description of Education Qualification: Description of Relevant Work Experience:  |
| 5 | Name: Title/ Position: Description of Education Qualification: Description of Relevant Work Experience:  |
| 6 | Name: Title/ Position: Description of Education Qualification: Description of Relevant Work Experience:  |

I hereby certify that all CVs are attached

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

 **SUB-ATTACHMENT D: List of Equipment**

If a bidder indicates that they own the equipment, then all the details in the form must be filled. If hired, the details requested may not be known and maybe omitted. **Bidder must attach proof of lease or ownership.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Equipment Name** | **Model** | **Year of manufacture** | **# allocated for the project** | **Owned/Hired** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |
| 8 |  |  |  |  |  |
| 9 |  |  |  |  |  |
| 10 |  |  |  |  |  |

We hereby certify that notwithstanding the list of equipment detailed above, we will provide sufficient, suitable and adequate equipment in good working order for the successful completion of works.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
|  |  |

**SUB-ATTACHMENT E: List of Local Laborers**

The bidder having worked a detailed methodology should have a clear view of the amount of labor effort required in completion of the works. It is recommended to use local labor as far as practicable in the works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Activity** | **No. of local labor to be deployed** | **Male** | **Female** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Contractor | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |

**SUB-ATTACHMENT F: Methodology and Works Schedule**

**1-Methodology** (describe major activities and how will they be implemented: procurement, mobilization to project site (including materials delivery and project office and housing for workers), and all construction activities excavation, demolition, floors, walls, ring beam, ceiling, finishing, water supply and distribution system, electrical supply and distribution system, latrines, and landscaping) The duration for each activity with a planned start and end date, How supervision will be monitored weekly, proposed a payment schedule base on progress for each BOQ line item .

**Major Activities** (please describe how they will be implemented).

**Supervision and Quality Control** (please describe how is to be done)

## 2-Work Plan - The bidders shall break down their tasks and prepare a detailed resource-based program of works on a Gantt chart to ensure completion within the stated time frame in the format shown below.

## Note, the below is only a sample and the bidder is required to prepare their program and attach here.

|  |  |  |
| --- | --- | --- |
| **#** | **Activity** | **Duration (Weeks)** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |  |  |  |  |  |

**SUB-ATTACHMENT G: Cost Proposal & Bill of Quantities (Attached as excel file)**

* The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications, Designs and Drawings.
* The rates and prices bid in the Bill of Quantities should include all labor, supervision, materials, equipment, erection, maintenance, insurance, **taxes, and duties**, together with all general risks, liabilities, and obligations set out or implied in the Contract.
* A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
* The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the un-priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
* General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the Bill of Quantities.
* The method of measurement of completed work for payment shall be in accordance with CESSM - Collaborative Evaluation of Semantic Similarity.

Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows: Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Bid Committee, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

The quantities in BOQ are estimates and might be slightly reviewed upwards or downwards during the final stages of design and BOQ verifications. In this case, the unit price provided by the bidders in their offer shall be used to compute any variation in the quantities, (+/- 10%. modifications).

**Bill of Quantity**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |

|  |
| --- |
|  |

 |  |  |  |  |
| **Bokoury Farm** |
| **#** | Description of work | Unit | Quantity | Unit price (USD) | Total price (USD) |
| 1 | Supplying and installing 2-inch, 3-mm, cast-iron poles, with a length of 2 meters | No | 200 |  |  |
| 2 | Supplying and installing barbed wire for the farm from wire 2 mm with a height of 1.5 meters | Ml | 400 |  |  |
| 3 | Supply and cast of concrete at the bases of columns from the corner of 2 inches and the price includes excavation work and pouring concrete | No | 200 |  |  |
| 4 | Maintenance work for doors by installing locks, installing hinges, and painting with oil paint | No | 2 |  |  |
| 5 | Supply and installation of an external door of size (1.8 x 3) meters from rectangular tubes of size (4 x 8) 1 mm for the outer structure and pipes (6 x 3) 1 mm from the inside every 20 cm in both directions, with welds and oil paint | No | 1 |  |  |
| 6 | Dismantling and repairing the 4-inch water pipe and reinstalling it after reviewing the connection and elbows and the cleanliness of the water pipe from the inside from dust accumulation | Job | 1 |  |  |
| **Total cost of Bakoury Farm Rehabilitation** |   |

**SUB-ATTACHMENT H: Certification on BOQ**

**CERTIFICATE FOR BOQ QUANTITIES**

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

Project Title:

Contractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractors Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

BOQ Amount: USD\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES THAT: Bidders are responsible for checking the accuracy of the BOQ. If significant deficiencies are identified, the bidder should reflect those discrepancies in the BOQ as a separate line item and should bring the discrepancies to the attention to the evaluation committee with a footnote. The Contract shall be for the whole Works computed based on the unit rates and prices in the Bill of Quantities submitted by the bidder. The bidder shall fill in prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the rates for other items and prices in the Bill of quantities.
2. If awarded a contract, the contractor will not make any claims or make any variation due to any discrepancies noted in the quantities between the drawings and the BOQ during the execution of the work.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| *Contractor* |  |  |  |  |  |  |
|  |  | *Print Name* |  | *Signature* |  | *Date* |

**SUB-ATTACHMENT I: ANNEXES**

**The following annexes are incorporated as reference as they will apply to the contract award.**

**Annex 1-** Scope of Work

**Annex 2-** Technical Specifications

**Annex 3-** Design Drawings

**Annex 4-** Quality Assurance Plan

**Annex 5-** Environmental Mitigation Requirements

**Annex 6-** Mandatory FAR Clauses

**Annex 1- Scope of Work**

Sample table of scope of work, the contractor can use it, and just adjust it to match work plan**.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Goods/Services**  | **Estimated Delivery**  | **Percentage %** | **Deliverables Certification** |
| % of the contract value as advance payment.  | Date of Contract Signing |  | Bank guarantee of % of the advance amount. |
| % of the contract value to Vendor/Subcontractor after purchase and transportation of materials to the site and beginning of site work. |  days after Notice to Proceed (NTP) |  | Site Delivery Report |
| % of contract value upon reaching % completion, as certified by the Site Engineer | days after NTP |  | Contractor Progress Report |
| % of the contract value as payment to Vendor/Subcontractor upon completion of Work. |  days after NTP |  | Hand Over Report |
| 10% of contract value made against guarantee Letter for 6 months retention. |  Days after NTP | 10% | Bank guarantee 10% of the contract. |
| **Fixed Price:**  |  |

**Annex 2- Technical Specifications**

 Bakori Women Farm

1 - Geo coordinates

|  |  |  |
| --- | --- | --- |
| N | E | # |
| 11 12 55.94 | 34 38 30.64 | 1 |
| 11 12 58.67 | 34 38 33.42 | 2 |
| 11 12 58.19 | 34 38 28.67 | 3 |
| 11 13 00.72 | 34 38 30.64 | 4 |

 **SCOP OF WORK:**

The work required of the contractor / customer

1/ Making excavations (40×40) with a depth of 50 cm

2/ Installing a 2-inch angle iron every 3 meters, with a height of 2 meters

3/ Pouring concrete at the bases of the columns

4/ Installing a farmer wire with a height of 180 cm and a length of 400 meters

5 / Manufacture and installation of an external gate with a length of 3 meters and a height of 180 cm

6/ Maintenance of two (2) storeroom doors with installation of hinges, lock and paintwork

 **N 11° 43' 329"**

**, E 33° 37' 198**

**Annex 3- Design Drawings**

****

**Attached in PDF**

**Annex 4- Quality Assurance Plan**

**Annex 5- Environmental Mitigation Requirements**

Annex 6: FAR CLAUSES TO BE INCORPORATED INTO SUBCONTRACT

USAID CLIENT PROVISIONS

**SPECIAL PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE**

**PRIME CONTRACT CLAUSES APPLICABLE TO SUBCONTRACTS**

This Agreement incorporates clauses included by DT GLOBAL’s Client Agency for “flow-down” application to Subcontractor. The following Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the U.S. Agency for International Development Acquisition Regulations (AIDAR) (48 CFR, Chapter 7) as a mandatory reference to the Automated Directives System (ADS), are either given in full text or by reference. Those clauses incorporated by reference shall have the same force and effect as if they were given in full text. Upon request, DT GLOBAL will make their full text available. Whenever necessary to make the context of the FAR and ADS (AIDAR) clauses applicable in this Agreement, the term “Contractor” shall mean “Subcontractor”, the term “Contract” shall mean this Agreement, the “Subcontract”, and the terms “Government”, “Contracting Office” and equivalent phrases shall mean DT GLOBAL except that the term “Government” and “Contracting Office” do not change: (1) in the phrases “Government Property”, “Government Furnished Property”, and “Government‑Owned Property”; (2) in any patent clauses incorporated herein: (3) when a right, act, authorization or obligation can be granted or performed only by the Government’s duly authorized representative: (4) when title to property is to be transferred directly to the Government: (5) when access to proprietary financial information or other data is required except for authorized audit firms; and (6) where specifically modified herein. In addition, such other inherent or statutory obligations of Prime Contractor in a contract with an agency of the United States Government shall apply to Consultant as obligations to DT GLOBAL or the Government as applicable. The most recent version of these clauses can be found on Internet at <http://www.arnet.gov/far/>.

**INCORPORATION OF FAR AND AIDAR CLAUSES ON TEPS**

This Contract will be funded by the U.S. Agency for International Development (USAID) with DT Global implementing this USAID project. Applicable clauses incorporated herein by reference shall have the same force and effect as if they were incorporated in full text. A copy of the full text of each clause may be obtained from http://www.acquisition.gov/far, http://www.usaid.gov/policy/ads/300/aidar.pdf, or from DT Global ’s procurement official. The term "FAR" means Federal Acquisition Regulation. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to Vendor, DT Global, and DT Global Contract Administrator respectively. In no event shall any provision of this contract or Orders issued against it be construed as allowing the Vendor to appeal directly to or otherwise communicate directly with (USAID) without written consent of DT Global.

NUMBER TITLE DATE

52.202-1 DEFINITIONS NOV 2013

52.203-3 GRATUITIES APR 1984

52.203-5 COVENANT AGAINST CONTINGENT FEES MAY 2014

52.203-7 ANTI-KICKBACK PROCEDURES MAY 2014

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY MAY 2014

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY MAY 2014

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS OCT 2010

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS OCT 2015

 AND CONDUCT

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
REQUIREMENT TO INFORM EMPLOYEES OF WHISTELBLOWER RIGHTS APR 2014

52.204-2 SECURITY REQUIREMENTS AUG 1996

52.204-4 PRINTED OR COPIED DOUBLE SIDED ON RECYCLED PAPER MAY 2011

52.204-9 PERSONAL IDENTITY VERIFICATION OF PERSONNEL JAN 2011

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS OCT 2018

52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE OCT 2016

52.204-13 SYSTEM FOR AWARD MANAGEMENT OCT 2018

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS OCT 2016

52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED, OR
PROPOSED FOR DEBARMENT OCT 2015

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS OCT 2018

52.215-2 AUDIT AND RECORDS—NEGOTIATION OCT 2010

52.215-8 ORDER OF PRECEDENCE—UNIFROM CONTRACT FORMAT OCT 1997

52.215-14 INTEGRITY OF UNIT PRICES OCT 2010

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS OCT 2010

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT

 BENEFITS (PRB) OTHER THAN PENSIONS JUL 2005

52.215-19 NOTIFICATION OF OWNERSHIP CHARGES OCT 1997

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES OCT 2009

52.216-7 ALLOWABLE COSTS AND PAYMENT AUG 2018

52.216-8 FIXED FEE JUN 2011

52.217-8 OPTION TO EXTEND SERVICES NOV 1999

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR FEB 1997

 DISPUTES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL 1990

52.222-3 CONVICT LABOR JUN 2003

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARS ACT –
OVERTIME COMPENSATION MAR 2018

52.222-21 PROHIBITIONS OF SEGREGATED FACILITIES APR 2015

52.222-26 EQUAL OPPORTUNITY SEP 2016

52.222-29 NOTIFICATION OF VISA DENIAL APR 2015

52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT 2015

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL 2014

52.222-37 EMPLOYMENT REPORTS ON VETERANS FEB 2016

52.222-50 COMBATING TRAFFICKING IN PERSONS, JAN 2019

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION MAY 2011

52.223-6 DRUG-FREE WORKPLACE MAY 2001

52.223-10 WASTE REDUCTION PROGRAM MAY 2011

52.223-18 ENCOURAGING CONTRACTOR POLICIES OF BAN
TEXT MESSAGING WHILE DRIVING AUG 2011

52.224-1 PRIVACY ACT NOTIFICATION APR 1984

52.224-2 PRIVACY ACT APR 1984

52.225-1 BUY AMERICAN ACT-SUPPLIES MAY 2014

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT FEB 2000

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND
COPYRIGHT INFRINGEMENT DEC 2007

52.227-14 RIGHTS IN DATA - GENERAL MAY 2014

52.228-3 WORKERS’ COMPENSATION INSURANCE (DBA) JUL 2014

52.228-7 INSURANCE LIABILITY TO THIRD PERSONS MAR 1996

52.229-3 FEDERAL, STATE, AND LOCAL TAXES FEB 2013

52.230-2 COST ACCOUNTING STANDARDS OCT 2015

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES OCT 2015

52.230-4 DISCLOSURE AND CONSISTENCY OF COSTS ACCOUNTING
PRACTICES– FOREIGN CONCERNS OCT 2015

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS JUL 2010

52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS APR 1984

52.232-17 INTEREST MAY 2014

52.232-18 AVAILABILITY OF FUNDS APR 1984

52.232.22 LIMITATION OF FUNDS APR 1984

52.232-23 ASSIGNMENT OF CLAIMS MAY 2014

52.232-25 PROMPT PAYMENT JAN 2017

52.232-25 ALTERNATE I JAN 2017

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –
SYSTEM FOR AWARD MANAGEMENT OCT 2018

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER
OTHER THAN SYSTEM FOR AWARD MANAGEMENT JUL 2013

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013

52.233-1 DISPUTES MAY 2014

52.233-1 ALTERNATE I MAY 2014

52.233-3 PROTEST AFTER AWARD ALTERNATE I SEP 1996

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004

52.237-3 CONTINUITY OF SERVICES JAN 1991

52.237-8 RESTRICTION OF SEVERANCE PAYMENTS TO FOREIGN NATIONALS AUG 2003

52.237-9 WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS MAY 2014

52.239-1 PRIVACY OR SECURITY SAFEGUARDS AUG 1996

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS APR 1984

52.242-3 PENALTIES FOR UNALLOWABLE COSTS MAY 2014

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS JAN 1997

52.242-13 BANKRUPTCY JUL 1995

52.243-2 CHANGES ‐ COST‐REIMBURSEMENT (AUG 1987) – ALTERNATE I APR 1984

52.243-7 NOTIFICATION OF CHANGES JAN 2017

52.244-2 SUBCONTRACTS JAN 2007

 ALTERNATE I OCT 2010

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS JAN 2019

52.245-1 GOVERNMENT PROPERTY JAN 2017

52.246-25 LIMITATION OF LIABILITY – SERVICES FEB 1997

52.249-6 TERMINATION (COST-REIMBURSEMENT) MAY 2004

52.249-14 EXCUSABLE DELAY APR 1984

52.253-1 COMPUTER GENERATED FORMS JAN 1991

 AIDAR 48 CFR Chapter 7

752.202-1 DEFINITIONS JAN 1990

752.204-2 SECURITY REQUIREMENTS FEB 1999

752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD JUN 1993

752.211-70 LANGUAGE AND MEASUREMENT JUN 1992

752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND
SMALL DISADVANTAGED BUSINESS CONCERNS MAR 2015

752.229-70 FEDERAL, STATE, AND LOCAL TAXES DEC 2014

752.242-70 PERIODIC PROGRESS REPORTS OCT 2007

752.245-70 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS JULY 199

752.7001 BIOGRAPHICAL DATA JUL 1997

752.7006 NOTICES APR 1984

752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL APR 1984

**END OF CLAUSES**

**DISCLOSURE OF OWNERSHIP OR CONTROL BY GOVERNMENT OF A TERRORIST COUNTRY**

"Definitions." As used in this provision:

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j) (1) (A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j) (i) (A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "Nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

 (v) Holding 50 percent or more of the indebtedness of a firm.

"Prohibition on award."

No contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary.

"Disclosure."

If the government of a terrorist country has a significant interest in the Contractor or a subsidiary of the Contractor, the Contractor shall disclose such interest as per the following criteria:

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

If the Contractor is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

By signature below, the Contractor confirms that no Government of a terrorist country has any significant interest in the Contractor or any of its subsidiaries, and the Contractor is not included on the US Government List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Name:

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

Signature Date

**ATTACHMENT III**

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

**(a) Prohibitions.**

Section 889(a) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232) prohibits the U.S. Government and any of its contractors and subcontractors from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(b) Definitions:**

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

*Critical technology* means defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(**c) Representation.**After conducting a reasonable inquirySubcontractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to DT Global in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

**(d) Disclosures.**If the Subcontractor has responded affirmatively to the representation in paragraph (c) of this clause, the Subcontractor shall provide the following additional information to DT Global:

(1) List of all covered telecommunications equipment and services offered or provided (Entity name, brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

**(e) Reporting requirement.**

(1) In the event the Subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Subcontractor is notified of such by a subcontractor at any tier or by any other source, the Subcontractor shall report the information in paragraph (d)(2) of this clause to DT Global.

(2) The Subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause

                (i) Immediately upon such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

                (ii) Within 5 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(f) 2nd Tier *Subcontracts.*** The Subcontractor shall insert the substance of this clause, including this paragraph (f), in all 2nd Tier subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

***(g)  SAM Verification.*** The Subcontractor shall regularly review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) to identify entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

Contract/Subcontract No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_