

**REQUEST FOR
QUOTATIONS (RFQs)**

RFP No.	M2018/ 43
Service and/or Goods to be Provided:	Small Infrastructure – Drilling and Installation of a borehole for Horn Gardens - Hargeisa
Issue Date:	Wednesday , March 28, 2018
Closing Date for <u>Questions</u> :	Tuesday, April 3, 2018
Submit Questions to:	solicitations@sogeel.org
Closing Date for <u>Proposals</u> :	Tuesday, April 10, 2018
Submit Proposal to:	solicitations@sogeel.org

Contracting Entity:

International Resources Group (IRG), a wholly owned subsidiary of RTI International

Activity Under:

Growth, Enterprise, Employment & Livelihoods(GEEL)Project

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1. Introduction

1.1 Project Background:

Growth, Enterprise, Employment & Livelihoods (GEEL) is a 5-year United States Agency for International Development (USAID) -funded development project designed to promote and facilitate economic growth. Based in Mogadishu, Somalia, the project works in all Somali regions and is currently focusing on the agricultural sector, fisheries and renewable energy. It will also seek to strengthen the business environment through improving access to finance, policy and regulation, and business development services. Focus is given to increase the participation of women and youth in the economy as entrepreneurs, employers, and employees.

1.2 Activity Background:

GEEL will drill and install a borehole in the Horn Gardens farm to help expand their crop production and lower the cost of production for fruits and vegetables. The Horn Gardens farm will be used as a model and demonstration site for other farmers in the region interested in learning about water access and management.

1.3 Purpose of the RFQ:

This is a Request for Quotations (RFQ) for drilling a borehole and installing a well, including developing and conducting a pumping test to determine sustainable yield for Horn Gardens, located in Hargeisa, Somaliland.

The GEEL project invites contractors to submit technical and financial proposals for this work. GEEL encourages participants to review the technical proposal carefully, especially the: a) Methodology and Work Schedule, b) List of Equipment and Materials Sourcing; c) Key Personnel and Subcontractors and d) Anticipated Use of Local Labor as the scope to be accomplished under this agreement has increased. It is recommended that the subcontractors prepare their technical proposal to match the exact scope.

1.4 Type of Contract:

An award resulting from this RFP will be a Firm Fixed Price Contract. A Firm Fixed Price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties.

1.5 Objective

To complete and hand over to GEEL within an agreed timeline and budget the drilling and installation of a borehole.

1.6 Installation

- Installation in line with the submitted work schedule
- Work closely with GEEL engineers and attend progress review meetings during the course of the project
- Maintain available at site the following documentation:
 - Site logbook
 - Visitor logbook
 - Safety and health plan
 - Quality control plan

- Environmental Monitoring Plan
- Site Diary
- Ensure that appropriate safety measures are taken on site to minimize the risk of accident to the workers and public.

1.7 Timeline for Completion of the Project

A contractual timeline will be part of this agreement signed with the successful bidder. We anticipate that this project will be completed in approximately 3 months.

1.8 Price

The Cost Proposal shall be submitted in conformity with Annex 1 of this RFQ. The unit prices shall be fully burdened with all materials, labor, supervision, quality assurance, transport, security, overhead, profit/fee, risk, and all other incidentals necessary for the completion of the work.

- Project cost will be fixed price in USD
- Cost proposals will be evaluated based on reasonableness and practicality for the nature of the proposed work and prevailing regional market rates for construction materials.

2.Scope of Work

The purpose of this RFQ is to drill a borehole and install a well, including development and conducting a pumping test to determine sustainable yield for Horn Gardens, which is located in Hargeisa, Somaliland. Please see the BOQ for more details.

2.1 Deliverables During Procurement and Installation

Description	Quantity	Delivery Date	Deliver To
Work Schedule	1	3 days after award	Infrastructure Engineer and Deputy Chief of Party
Pre-Construction Site Review	1	Upon award	Infrastructure Engineer and Deputy Chief of Party
Bi-Weekly Progress Report and photographs		By Sunday every second week of project implementation	Infrastructure Engineer and Deputy Chief of Party
Updates to Work Schedule	1	By Sunday of every second week of project implementation if needed	Infrastructure Engineer and Deputy Chief of Party
Final Report	1	Upon completion of the work.	Infrastructure Engineer and Deputy Chief of Party

2.2 Contract Administration

Technical Direction: Performance of the work here under shall be subject to the technical direction of the site Engineer. Contractors will be informed of a designee to GEEL Power/Infrastructure Engineer by writing only.

2.3 Special Contract Requirements

2.31. Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offeror to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts and agreements issued under this Agreement.

2.3.2. Place of Performance

GPS Coordinates : LAT: N9 39' 18" LONG: E43 49' 30"

Address : Horn Gardens Farm, Hargeisa, Somaliland.

2.3.3. Environmental Monitoring Report

In accordance with USAID Environmental Procedures, the GEEL project has generated the appropriate environmental management documentation for the borehole activity. The environmental management approach requires that the construction contractor will implement the applicable mitigation measures that are described in the project-based Environmental Mitigation and Monitoring Plan (EMMP) provided below. Costs associated with the implementation of the mitigation measures are the responsibility of the construction contractor and should be included in their cost proposal.

During project implementation, the construction contractor will be contractually obligated to fully implement the following environmental mitigation measures listed in the EMMP and the GEEL Infrastructure Engineer will monitor the construction contractor to ensure that the measures are implemented effectively.

Mitigation Action	Responsible Party	Monitoring/Verification Method	Monitoring Record (date, result, corrective actions taken, if any)
Contractor is required to contain and dispose of ALL solid and sanitary waste generated during work. All waste and rubbish must be collected in bags or receptacles at the end of every work day and disposed at a municipally approved disposal site.	Construction contractor	GEEL monitoring	
Contractor must provide personal protective equipment (PPE) including hard hats, gloves, boots and safety glasses to all workers around the drill site.			
Contractor must conduct a pumping test following well development after the aquifer has been allowed to reach equilibrium and a static water level is achieved. Pumping test must occur for 24-36 hours and results including pumping rates and drawdown must be recorded and presented as a deliverable in report format along with the results of water quality testing from a certified			

analytical laboratory.			
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2.3.4. Performance Bond

Offeror shall be asked to provide a performance bond of 10% of the contract amount sufficient to guarantee successful completion of the work required at time of award.

2.3.5. Installer's Risk Insurance

Offeror shall provide recommended Installer's risk coverage sufficient to guarantee adequate monetary liquidity during performance.

2.3.5. Insurance against Injury to Persons and Property

The Offeror shall take-out insurance to cover the liability of the Offeror in respect of personal injuries, deaths or damage to property that may arise in the cause of or caused by carrying out the contract.

2.3.6. Compliance with USAID Disability Policy

The contractor shall comply to the extent practicable and within the scope of the contract, with the Government of Somalia policy for Accessibility for the Disabled, or in absence of this, the intent of USAID's policy on standards for Accessibility for the Disabled in USAID- financed installation.

2.4 Contract Clauses

Pursuant to Federal Acquisition Regulations (FAR) 52.252-2 "Contract Clauses Incorporated by Reference" (FEB 1998), this Order incorporated the following FAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracts Administrator will make their full text available.

Anti- Kick Back Act of 1986. Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

1. Consistent with the September 10, 2009, memorandum from the Department of State (State) to the Department of Treasury's OFAC, and with the September 16, 2009, memorandum from OFAC to State, both relating to State/USAID Somalia Programs, the subcontractor agrees that it and/or its implementing partners (including contractors, grantees, sub-contractors, and sub-grantees) will not knowingly and voluntarily make payments or provide any other benefits to al Shabaab or to entities controlled by al Shabaab, or to individuals' acting on behalf of al Shabaab (collectively, "excluded parties"). Such prohibited payments or other benefits would include:
 - a) Cash facilitation fees or other similar fees at roadblocks, ports, warehouses, airfields or other transit points to excluded parties;
 - b) Purchases or procurement of goods or services from excluded parties; and
 - c) Payments to excluded parties as the de facto municipal authority.
2. The Subcontractor or its implementing partners agree to exercise enhanced due diligence when providing assistance to Somalia under this award to avoid the accidental, unintentional, or incidental provision of such payments or benefits to excluded parties.
3. In the event that the contractor or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) becomes aware that it made a payment or provided a benefit to excluded parties, the contractor shall, within ten days after becoming aware of such payment or provision of benefit, notify the Contracting Officer in writing, with a copy to the COR, of such payment or provision of benefit. This notification shall include the following information:

- a) Factual description of each such event;
- b) Amount of funds expended or other benefit provided for each such event;
- c) Safeguards and procedures, including management and oversight systems, that were in place to help avoid the occurrence of such event; and
- d) Explanation of the reasons for each such payment or each such benefit provided, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally, or forced.

**NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

NUMBER	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
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
52.223-6	Drug-Free Workplace	MAY 2001
52.228-4	Workers' Compensation and War-Hazard Insurance	APR 1984
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.232-5	Payment Under FP Construction Contracts	MAY 2014
52.233-1	Disputes	MAY 2014
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-13	Accident Prevention	Nov 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Constructions	FEB 1997
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed-Price	AUG 1987
52.246-2	Inspection of Supplies-Fixed Price	AUG 1996
52.246-4	Inspection of Services-Fixed Price	AUG 1996
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Also, the full text of a clause may be accessed electronically at the following Internet addresses:

<http://www/ARNet/gov/far/>
<http://farsite.hill.af.mil/vffari.htm>
<http://www.gsa.gov/far/current/html/toc.html>

This subcontract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Subcontracts Administrator will make the full text available.

USAID Acquisition Regulations (48 CFR Chapter 7) Clauses

752.202-1 AID Definitions Clauses – General Supplements of Use in all AID Contracts (JAN 1990) (ALT 70)

752.211-70	Language and Measurement (JUN 1992)
752.7009	Marking (January 1993)
752.7006	Notices (APR 1984)
752.7025	Approvals (APR 1984)

2.5 Delivery and Storage of Materials

The Contractor shall be responsible for all materials transport, storage, and providing any necessary security containers, and fencing and protection from the weather. At the end of the project, the Contractor shall remove all debris created by activities. The Contractor is responsible to control all theft and unauthorized use of materials and equipment on site.

2.6 Cleanup

The Contractor shall keep the work site clean and neat at all times, removing all debris and refuse promptly at the end of each day from the site. At the end of the project work, the Contractor shall clean up the site to the satisfaction.

3. Instruction to Offerors

Each offeror must (1) fill the Template for Bid Preparation (Annex 2), (2) submit the following:

1. Technical Proposal indicating specific approach and Work Plan / timetable to achieve the results of the project;
2. Detailed Cost/Price Submission. Details found in BOQ (Annex 1)

The completion and submission to GEEL of the above items will constitute an offer (proposal) and will indicate the Offeror's unconditional assent to the terms and conditions in this RFQ and in any attachments hereto. GEEL may award a purchase order/contract without discussions. However, GEEL reserves the right to conduct discussions and to permit offerors' to revise their proposals.

Each offeror must electronically submit one email with the technical proposal and cost proposal. Technical and Cost Proposal files must be named "TECHNICAL PROPOSAL – OFFEROR NAME" and "COST PROPOSAL – OFFEROR NAME." Proposals must be in Microsoft Word and Excel, and formulas must be shown in the excel file.

3.1 Other Information:

Cost/Price Information. Offerors must complete the unit price and total amount against each line item in the Guiding Bills of Quantities - Annex 1 referred to in Section C.

Audited Financial Statements. The offeror must submit a copy of its most recent independent auditor's report with its proposal. GEEL reserves the right to require offerors to submit any other information in order to adequately support the Offeror's proposed costs.

1. **Written Capability Information.** Each offeror must provide written capability information that demonstrates their ability to meet or exceed the requirements outlined in Section C herein.
2. **Personnel.** The Offeror must propose a project manager that will be responsible for overall project management. Each Offeror must provide, as part of their proposal, a detailed resume that demonstrates that Offeror's Key Personnel's ability to perform the duties outlined in the statement of work and in accordance with the evaluation factors found herein. GEEL will

evaluate the resume to determine the individual's knowledge, skills and abilities in the areas listed herein. The person or persons proposed as key personnel must confirm by signature his/her present intention to serve in the stated position and their present availability to serve for the term of the proposed subcontract.

3. Past Performance References. Offerors must include descriptions of at least three (3) relevant projects over the last three (3) years. These references must include the project name; a one-paragraph description of the assignment; the client's name; telephone number, and e-mail address; the period and place of performance; and the total contract value.
4. Health Safety and Environment Requirement: All Offerors should provide appropriate supporting documentation regarding HSE policy and objectives and standards to promote safe work procedures.
5. This Request for Proposals does not obligate the GEEL Project to execute a subcontractor purchase order, nor does it commit GEEL to pay any costs incurred in the preparation and submission of proposals Furthermore, GEEL reserves the right to reject all offers, if such action is in our best interests.

3.2 Sizing results and Bill of Quantity

The works are detailed on the sizing results table and read together with BOQ (Bill of Quantity) as submitted to the contractor. Dimensions and specifications shall be followed. Clarifications must be obtained from the GEEL Power Engineer and Deputy Chief of Party or designee in case of any ambiguities.

4. Minimum Standards

4.1 General

4.1.1 Quality of Materials & Technical Specifications

The GEEL Engineer and GEEL Technical Specialist shall check and approve the quality of all materials delivered to site. Materials must meet the minimum requirements and will not be recycled, previously used or repaired. Any material that does not meet the minimum standards shall be rejected. Such materials shall be removed from site and replaced at the Contractors expense with materials of the required quality.

4.1.2 Quantity of Materials

The GEEL Site Engineer shall check that the required quantity of materials has been delivered to site and used in the works. The Engineer will not certify payment for any materials specified in the contract but not used in the works, for whatever reason.

4.1.3 Quality of Workmanship

The GEEL Engineer and GEEL Technical Specialist shall be responsible for checking that the quality of workmanship by the contractor is of an acceptable standard according to this Specification. The GEEL Supervisor Engineer will reject any work that has not been executed to the required standard. The Contractor shall redo any rejected works at his own expense and with no time delays to the overall scheme.

4.2 Building and Structures

SAMPLES, TESTING AND APPROVAL

Materials

Materials, commodities, components and equipment are to be new and unused unless otherwise specified. Handle, store, fix and protect all commodities with care to ensure that they are in perfect condition when incorporated into the work and handed over on completing.

Manufacturer's Recommendations

Handle, store and fix every commodity strictly in accordance with the printed or written recommendations of the manufacturer and/or supplier. Supply the Architect with copies of manufacturers' recommendations. Inform the Architect if manufacturers' recommendations conflict with any other specified requirements, and obtain his instructions before proceeding.

Standards.

Where commodities or workmanship are specified by reference to British Standards (B.S.) or Codes of Practice (C.P) or International (I.S.O.) or other standards, such standards are deemed to be the last published at the time of tendering. The Contractor will be deemed to have read and understood the standards specified, and no claim for want of knowledge will be allowed. The substitution of commodities or standards of workmanship complying with other standards may be allowed at the discretion of the Engineer, but application for permission for such substitution must be made in writing in sufficient time to allow adequate investigation. Obtain Certificates of Compliance with standards and supply to the Engineer on request.

Local Conditions

All materials, commodities, components and equipment must be suitable for use in tropical climates

Samples

Where samples of commodities or specimens of finished work are specified, submit samples or specimens to the Architect and obtain his approval before confirming orders or carrying out the work. Retain approved samples and specimens on Site for comparison with the finished work. Finished work must conform in all respects with the samples or specimens approved. Remove samples and specimens when no longer required. The cost of supplying samples and specimens must be borne by the Contractor, but specimens may form part of the finished work where approved by the Engineer.

BOREHOLE DRILLING

Classification of Formations & Drilling processes

Borehole drilling logs shall be classified as soft medium and hard formations defined as below:

Soft; -shall mean unconsolidated materials. / Grain size range between clay cobble/and highly weathered rock.

Medium; -shall mean unconsolidated materials / grain size greater than cobble size/and moderately weathered rocks.

Hard; -shall mean all undulated rocks/degree of weathering from fresh to slightly weathered/.

Site Details

1.1 General

The areas within the Sites of the Works on which the Contractor shall be permitted to do his work, to assemble his equipment and tools, to erect his stores as well as the rights-of way for access to the said areas mentioned herein will be provided by the Employer.

1.2 Royalties

Any royalties payable by the Contractor in respect of soils or rocks excavated, or land outside that made available free under the Contract, for the construction of permanent works, shall be reimbursed.

1.3 Access to Well Sites

The Contractor shall make good of and perform all work necessary for access to the sites.

1.4 Clearing up of Site

During the progress and on completion of the works, the Contractor shall clear up and remove from the surface of the ground all temporary buildings as per the Engineer's instructions. The Contractor clears from the site plant, material, and debris resulting from demolitions, litter, rubbish, and surplus soil, which may be left on the ground or in and about the works or land temporarily occupied by the Contractor. After completion of the Works the Contractor shall clean up the entire site and shall leave it in a neat and clean condition to the satisfaction of the Engineer.

Construction of the Boreholes

2.1 General

All materials and workmanship shall be of the best quality throughout and shall comply with the relevant latest edition of equivalent ISO or British Standards. All materials to be permanently built-in shall be new and shall be accompanied by manufacturer's Certificates, stating their compliance with this Specification and the standards mentioned therein and the name of the inspection authority.

2.2 Borehole Construction

The borehole to be drilled here under is to be one well at Horn Gardens farm site. It is anticipated that the boreholes to be drilled to depths up to 180 meters shall consist of the following principal items:

- (a) Drilling in 8 inch diameter up to 10 meters, which will enable placing of 8 inch PVC casing.
- (b) Drilling in 6 inch diameter up to 170 meters which will enable the placing of blind and slotted 8 inch PVC casing.

Gravel pack may be required depending on site findings and only on written detailed instruction by the Engineer. A provisional sum has been included in the bill of quantities in case gravel pack is needed.

The accurate placing of the screen (slotted casing) will be decided after running an electrical receptivity log.

Observation pipe of galvanized iron of ¾" diameter should be installed in the annual space.

2.3 Drilling Equipment

The Drilling rig shall be capable of drilling to the Specified depths and diameters and carrying out all subsequent operations required in this specification to render the borehole complete.

The Contractor shall permit the hydrogeologist/engineer inspection of the rigs and the equipment at his disposal at the time of tendering.

2.5 Drilling Procedure

After the Contractor has acquainted himself with the specific conditions of the sites to be drilled, and before the beginning of work, he shall submit his detailed program of work.

The following is only a general description of the work to be carried out and specific details will be determined while drilling is in progress and more information is at hand about the geological formations.

The Contractor shall select the initial diameter of drilling in accordance with the Equipment at his disposition and approved by the engineer.

Whenever the nature of the geological formation is such that it is necessary to ensure the stability of the borehole, and/or that deposits are likely to fall in and/or be washed into the borehole, then the Contractor shall line the borehole to the satisfaction of the engineer with suitable temporary casing.

The Contractor shall notify the Engineer in advance of each and every decrease in Diameter of drilling. The following shall apply to drilling with conventional drilling rigs:

The equipment shall be of the proper type and shall be in good condition so that the work can be done without any interruption. Drill collars of sufficient size and length shall be installed to maintain verticality.

Circulation of drilling fluid is to proceed continuously on a 24-hour-a-day basis Whenever required. No unnecessary delays and work stoppages due to negligence or faulty operations on the part of the Contractor will be permitted. The Contractor shall be held responsible and payment shall be withheld for damage done to the well by negligence or faulty operation.

Foaming additives can be used in DTH drilling method. The selection, supply and use of drilling additives shall be the sole responsibility of the Contractor. Toxic or dangerous substances that may adversely affect the quality of the water shall not be added to the drilling fluid. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure:

Protection of water beading and potential aquiferous formations exposed in the well, good representative samples of the formation material should be recovered.

Casing for Permanent use

3.1 General

Casing to be used for the conductor pipe shall be of the specified diameter. The casing pipe may be of the longitudinal screw type. However, different types of casing may be used subject to the Engineer's approval.

Casing to be used for the permanent inner casing and as permanent part of the borehole shall have the specified diameter (i.e. 12 inch for the surface casing and 8-inch Steel for the production line. The type and grade of casing shall be in accordance with API or ISO Standards.

3.2 Temporary Casings

Temporary casings under this specification are defined as temporary units or outer casings, which may be withdrawn when the permanent casing and screen are placed. The temporary outer casings intended for construction purpose only, shall be of such weight and design as necessary to prevent entrance of fine material, to be reasonably watertight, and to permit its installation without distortion or rupture to the specified depth and dimension.

3.3 Well Screens

Well screens of 6 inch Steel or nominal diameter shall be provided for the boreholes as directed by the Engineer. The length of active screen shall be determined in relation to the thickness of water-bearing strata and according to the driller's log and electrical log. The screen shall be designed to produce a minimum loss of head or draw down between the water bearing strata, and the well and shall be of a standard manufactured type.

The type of screen to be used shall be slotted type. Screen opening as approved by the Engineer shall preferably be V shaped, widening inward to permit fine particles to pass through without clogging during development of the borehole. The total open area of the screens shall be at least 10% of the total pipe area.

Engineer's Approval for the Construction and Completion of Boreholes

4.1 General

The Contractor shall present for the Engineer's approval his proposed material and construction methods for the completion of the borehole with regard to the following subjects:

- (a) Completion of the borehole by natural development.
- (b) Details of the screen including type and technical specification.

The Contractor shall construct the borehole as aforesaid on data and analysis of samples taken from the boreholes and other information obtained during drilling operations and to the Engineer's satisfaction.

In no case should the Contractor undertake the completion of a borehole prior to obtaining the Engineer's approval.

4.2 Grouting

The annular space between the surface casing and the wall of the drilled hole shall be filled with cement grout.

4.3 Withdrawal of Temporary Outer Casing

Temporary casings shall be gradually and carefully extracted to expose the screen completely in the water bearing formation.

The Contractor may leave the temporary casing in the borehole above the screen but no payment will be made for such temporary casing left in the borehole.

4.4 Testing for Verticality and Alignment

Verticality and alignment shall be tested by lowering into the housing line below ground surface a section of pipe 13m long or a cylindrical dummy of the same length.

The outer diameter of the pipe used for this test (the plumb) shall be 12mm smaller than the diameter of that part of the casing or hole being tested, if a dummy is used, it shall consist of a 10 or 13m long galvanized rolled sheet metal. Should the plumb or dummy fail to move freely throughout the length of the casing or hole to the bottom of the housing line or should the borehole vary from the vertical in excess of 100mm per 30m of depth, or beyond limitations of this test, the plumpness and alignment of the borehole shall be corrected by the Contractor at his own expense. Should the Contractor fail to correct such faulty alignment or verticality the Engineer may refuse to accept the bore hole. The Engineer may waive the requirements of this paragraph for verticality if, in his judgment.

- a. The Contractor has exercised all possible care in constructing the borehole and the defect is due to circumstances beyond his control.
- b. The usefulness of the completed borehole will not be materially affected.
- c. The contractor shall, after completion of the test, prepare and submit to the Engineer a graph showing the verticality and alignment, or deviations there from for every 3m from ground level up to the bottom of the housing line.

Development of Boreholes

5.1 General: -

The Contractor shall furnish all necessary pumps, compressors, surge plungers, jets, bailers, and other needed equipment as well as equipment of approved size and type for measuring the water discharge and shall develop the well by such approved methods as shall be necessary to give the maximum yield of water per meter of draw down and extract from the water-bearing formation the maximum practical yield.

The developing process shall start immediately after the construction of the well and will be considered as completed when the borehole produces entirely clear water to the satisfaction of the Engineer. The water shall be considered sand free when no samples taken during the pumping test contain more than 5 parts per million of sand size particles by weight. The Engineer may require additional development work aimed to further improve the specific capacity of the well. Testing should not commence until complete development is achieved. Development process shall be carried out in the presence of the

Engineer who will issue detailed instructions as the work proceeds.
The Contractor shall advise the engineer in sufficient time before starting the development of the borehole.

5.2 Airlift Development: -

Development by air compressor shall start immediately after well construction is completed and no elapsed time period is permitted. The airlift is to proceed systematically, from top to bottom until the discharge will be composed of load free clear water. Changing to further development methods such as the usage of surge plunger, jetty tool and pump development is subject to the engineer's approval.

Pumping Development: Pumping Development shall consist of the following: -

- a. Pumping shall be carried out by pumping equipment shall be started with a lowest discharge rate and be continued until the water is clear of sand and the water level steady; it shall then be increased gradually and continued as above, and so on, in steps until the maximum discharge is reached. The pump shall be installed at the appropriate position of the housing line, along with a $\frac{3}{4}$ " observation pipe connected to the rising main.
- b. If during pumping in stages as above, the water level for a certain discharge steadies at a large drawdown without yielding clear water, then pumping shall be interrupted and resumed periodically (jerking method).

Observation Records, Sampling Observations and data to be recorded and samples to be taken shall include the following:

- I. Discharge-every hour.
- II. Water levels – Before pumping is started and thereafter at given time intervals coordinated with the engineer while pumping proceeds.
- III. Samples for water analysis and for load content:
- IV. Electrical Conductivity (EC) measurement and load test before and after every change of discharge and at every hour during the testing period. Water samples for chemical analysis at the end of the test and if any change in EC occurs shall be collected for laboratory analysis.
- V. All observations including the date and hour shall be recorded clearly in a field notebook.

Testing for Yield and Draw Down

6.1 General:

After the well has been constructed and developed the Contractor shall notify the Engineer to that effect and shall make the necessary arrangements for conducting the final pumping tests. Pumping tests shall follow immediately after the completion of the Development Works.

Besides these final tests the Engineer may order the Contractor to carry out such additional tests during and after construction, as he may deem necessary. All tests shall be run with similar equipment and in a manner like that hereinafter described.

The Contractor shall furnish all labor, materials, equipment and supplies required and shall operate the pumping unit at such rates of discharge and for such periods of time as required for the execution of the tests.

6.2 Step Draw down Tests:

The following requirements shall apply to step drawdown and step recovery tests:

Before the test commences, a deep-meter, a stopwatch, and graph paper pad and pencil shall be on hand. The deep-meter shall be checked by lowering into the casing and a trial measurement shall be performed.

Once the equipment has been checked, at least three readings of the water level shall be taken during the half hour immediately preceding the test at ten-minute intervals to obtain the trend of the water level. If two of these are identical, it is possible to proceed with the test. If variations occur, the readings must continue for some time until a definite pattern is obtained.

The test shall cover at least four or five steps. During successive steps, the discharge shall be increased and water levels subsequently measured. Discharges shall preferably, but not necessarily, be increased in steps of 0.2x Q-max. The Q-max will be known approximately from the pumping development stage. The test shall commence with the lowest envisaged discharge rate.

Water levels shall be recorded during this time at intervals as follows for each of the steps:

Every 1	Minute "	2	From 1- 10 Minutes of Pumping "			
"			10 - 20	"	"	"
"	5	"	20 - 50	"	"	"
"	10	"	50-100	"	"	"
"	20	"	100-180	"	"	"
"	30	"	180-360	"	"	
"	"60 "		After more than 6 hours.			

During this time the discharge rate shall be kept constant and recorded periodically.

The duration of each step shall be in no case less than 90 minutes, and if necessary longer, until a stable dynamic water level has been achieved.

At successive steps, the procedure for recording water levels and rates of discharge shall be repeated. The discharge rates of each subsequent step shall be increased by at least 50% of the preceding step until the maximum discharge is attained. A similar procedure shall be followed when a reverse step test is carried out.

At the start of a reverse step test pumping from the borehole shall be at the maximum discharge and the dynamic water level shall be stable. Discharge and water levels shall be

recorded. In the first step, the discharge shall be decreased. The following steps will be in the same pattern as the conventional step draw down test.

The consistency of the arrayed discharge/draw down readings, i.e. the anticipated rectilinear regression line, is to be checked in the field.

Should further development of the well be decided upon, another step-draw down test shall be carried out at the well after the additional development.

Draw down and Recover Test: the following shall apply to draw down and recovery tests:

Draw down and recovery tests shall be carried out in wells after development and the step draw down test have been completed. Tests shall commence after a stable water level trend has been ascertained. During the draw down test, the discharge to be determined by the Engineer (most probably Q-max) will be constant at all times. The time of its start will be noted by use of a stopwatch. Water levels will be recorded immediately preceding the start, and then at the following intervals of time in minutes.

The test shall be continued at least for 72 hours or may be terminated earlier in case the dynamic water level has stabilized for more than 8 hours.

At the end of a draw down test, a recovery test will be carried out. This test is a mirror image of a draw down test. The time at which recovery commences, is when pumping stops. This time is recorded, and water levels are recorded at the same time interval arrangement as previously noted.

Pumping Equipment for development and testing

The contractor shall furnish and install the necessary pumping equipment consisting of a sufficient numbers, capable of pumping to a maximum discharge of 2 - 5 l/s with a head of 150 meters. Satisfactory throttling devices or other approved devices shall be provided so that the discharge may be controlled as required.

The pump shall be a vertical turbine pump, oil or water lubricated or any other submersible pump type of pump approved by the engineer and shall be in good running condition. The pumping unit shall be complete with prime mover of ample power, controls and appurtenances and shall be capable of being operated for long periods without interruption.

The pump base shall have a suitable opening for inserting a water level measuring device. The contractor shall make available at the site during pumping test program, at least two such pumps.

The contractor shall also furnish, install and maintain equipment of approved size and type for measuring the flow of water, such as a weir tank, orifice or water meter. A regulation valve shall be inserted into the discharge pipe just outside the pump head.

Recording and reports of development and testing

The results of all tests shall be recorded in the form prescribed by the Engineer and full test reports shall be transmitted to the Engineer' office within ten days after the completion of the tests.

General requirements for analysis of water quality

Field and laboratory analyses of water quality shall be carried out by the contractor with equipment and by methods approved by the Engineer. The number of samples to be taken and to be analyzed shall be at least two per borehole or as directed by the Engineer. Each sample shall be properly recorded, stating date and time number of borehole and depth from which the sample was taken. Reports of the results of the analysis shall be submitted to the Engineer in triplicate within 15 days

9.1 Field and laboratory analysis of water quality

The following water analysis shall be carried out: --

a)Field tests: Temperature, pH and Electrical conductivity

b)Laboratory Tests

General Parameter	Major cations	Major anions
Electrical Conductivity (EC) PH Total Dissolved solids Alkalinity Hardness	Calcium (Ca Magnesium (Mg) Sodium (Na) Potassium (K) Iron (Fe) Manganese (Ma)	Chloride (Cl) Fluoride (F) Carbonate (Co3) Bicarbonate (Hco3) Sulphate (So4) Nitrate (No3) Phosphate (Po4) Boron (B)

Daily Reports

The contractor shall submit a daily report describing the nature of material encountered, the work done during each day, including such items of work accomplished as depth drilled,

casing set, Litho logy and the water level in the well at the beginning and end of each shift and such other pertinent data as he is requested to record by the Engineer.

Working records and samples

The contractor shall furnish to the Engineer, in a form to be approved, the following records and samples:

Identification and litho logy of formations

The contractor shall keep an accurate record of the materials encountered during the drilling of the borehole and shall make every endeavor to describe accurately the formation layers.

The contractor shall also ensure that the description of the formation samples given by him is sufficiently accurate to permit the identification of both litho logy of the formation penetrated by the borehole and the stratigraphical succession.

Representative samples shall be taken at fixed intervals of not more than 2m and at each change in formation. Samples and cores shall be stored temporarily until completely dry, in wooden or aluminum alloy boxes with compartments on which the depth interval represented by each sample shall be clearly marked.

Records of water levels

The contractor shall keep an accurate record of the depth at which the water level stabilizes as each auriferous unit is encountered and of the depth of the top and bottom of each stratum penetrated.

Records of casing and screen pipes

The contractor shall keep an exact record of the order in which each length of pipe is installed in the well, identifying each one by number, size and length.

Records of verticality and alignment As per clause 2.4.4

Records of pumping tests

The contractor shall keep an exact record of all data pertinent to pumping tests specified under clause 2.6

Records of water analysis

The contractor shall keep a complete record of all water analyses as set out in clause 2.9. All samples and records shall be submitted to the Engineer during the progress of work as and when required by him.

Capping of Boreholes

On completion of the borehole, concrete slab shall be cast around the upper part of the surface casing to a depth of 20 cm dimensions as directed by the Engineer and so as to fill the space between the surface casing and the wall of the borehole. The top of the permanent casing shall reach 20cm above normal ground level. The conductor pipe (surface casing) around the inner casing shall be raised at least 30 cm above the inner casing and then capped properly by welding 6mm thick steel plate to secure the well. An appropriate socket and plug is to be installed in the steel cap to enable static water level through observations pipe.

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Completion of Borehole

Upon the completion to the Engineer's satisfaction of all work and tests and submittal of all records and reports as set out under this specification, or required by the Engineer during the execution of the borehole, the Engineer will issue a certificate of completion for each borehole as and when completed.

Borehole Completion report

A full borehole completion report shall be prepared by the contractor and submitted to the engineer within ten days of the completion of the pumping tests. The borehole completion report shall be prepared in the form prescribed by the engineer and shall include the following:

- a. A borehole log, showing: borehole location, ground surface elevation, measuring point elevation, soil strata, static water level and dimensions of casing, screen, grounding and cap.
- b. Pumping tests reports
- c. Result of analysis of water
- d. All other records as specified.

Clean up

After the borehole has been completely constructed, its environs shall be thoroughly cleaned of all foreign substances, including tools, timbers, ropes, debris of any kind, cement, oil grease, joint dope and scum.

Protection of borehole At all times during the progress of the work, the contractor shall protect the borehole in such a manner as is effective to prevent either tampering with the borehole or the entry of foreign matter into it.

Precautions against contamination The contractor shall take such precautions as are necessary at any time or as may be required permanently to prevent contaminated water having undesirable physical or chemical characteristic form entering the stratum from which the borehole is to draw its supply, thought the opening made by the contractor is drilling the borehole. He shall also take all necessary precautions during the construction period to prevent contaminated water, gasoline, or any other contaminate from entering the borehole either through the opening or by seepage through the ground surface.

In the event that the borehole becomes contaminated or that water, having undesirable physical or chemical characteristics, enters the borehole because of negligence by the contractor, he shall, at this own expense, perform such work or supply such casing, seals, sterilizing agents or other material as may be necessary to eliminate the contamination or shut off the undesirable water.

Freedom form load and turbidity The contractor shall exercise extreme care in the performance of his work in order to prevent the breakdown or caving-in of strata overlying that from which the water is to be drawn. He shall develop, pump, or bail the borehole by such methods as may be approved by the engineer, until the water pumped from the borehole shall be substantially free form load and until the turbidity is less than 5 mg/1.

Stoppage of Drilling

The Engineer reserves the right to stop drilling operations at any depth of the borehole:

- a. When the Engineer considers that a sufficient supply of water as been obtained, b.
- When the engineer considers that further drilling is unlikely to be advantageous,
- c. If the engineer considers that the work is not being carried out in a satisfactory manner.

Abortive boreholes

Any borehole, which on completion yields less water than in the opinion of the Engineer is necessary to render it of use, shall be considered as an abortive borehole. in this case the contractor will be paid for drilling of the borehole at the appropriate rates in the bill of quantities. The abandoned borehole shall be sealed.

Failure to complete a borehole

Should the contractor fail to comply with the requirements of this specification or should the contractor fail to complete the borehole due to loss of tools or any other cause, and the borehole as a result thereof, has to be abandoned, then the engineer shall have the right to instruct the contractor to commence a new borehole as near as practicable to the abandoned one and no payment will be made for drilling the abandoned borehole, or any other work carried out in it, or for the casing or other materials used therein.

The contractor shall seal the borehole at his own expense, within one month after he has been instructed to seal it as described in clause 2.16. Salvaged material furnished by the contractor shall remain his property.

Sealing of abandoned or abortive boreholes

Abandoned or abortive boreholes shall be sealed by filling with concrete, grout, neat cement, clay or clay and sand. In the even that the water bearing formation consists of coarse gravel and

producing wells are nearby, care must be taken to select sealing materials that will not affect the producing wells. Concrete may be used if the producing wells can be shut down for a sufficient time to allow the concrete to set. Clean, disinfected sand or gravel may also be used as fill material opposite the water-bearing formation. The remainder of the well, especially the upper portion, shall be filled with clay, concrete, grout, or neat cement to exclude surface water. The latter method, using clay as the upper sealing material, is especially applicable.

Electric logging

Electric logging shall be conducted in successful boreholes

The obtained electric logs shall verify and supplement the descriptive logging of the borehole recorded by the contractor as drilling proceeds, as to the following:

- Details of the litho logical profile
- Depth of aquifers

Instrumentation for electric logging shall be of the two electrodes "normal device" type. One electrode shall be for the measurement of self-potential (SP), and the other electrode for the measurement of the apparent resistivity (R). All equipment and instruments used for electric logging shall be to the approval of the engineer.

The contractor shall carry out the required operations by personnel skilled both in conducting the measurements and the interpretation of the results. The operation shall be as follows:

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- a. Electric logging shall be conducted in uncased boreholes upon completion of the drilling of the pilot holes (before reaming).
- b. The drilled hole shall be cleaned by circulation of drilling fluid and its depth measured.
- c. The electrode cables shall be lowered into the borehole while at the same time measuring the depth.
- d. The logs shall be taken from the bottom of the borehole upwards while the cable is taut over its entire length.
- e. Upon completion of all operations the contractor shall provide the Engineer with the electric logs comprised of SP curve and R curve, together with their interpretation. Contractors equipped with gamma or neutron logs on top of Sp and resistivity logs are preferred. Should the engineer refuse to accept the results of the logging because of technical faults then the contractor shall repeat the measurement until satisfactory results are obtained.

4.2.2 Backfilling

Backfilling shall be made in max 20 cm layers by using proper compactor. The soil shall be watered to provide moisture to get higher compaction rate. Desirable compaction is 95%.

The backfill material should be well graded with fine and aggregate. The max size of the aggregate /stone should be less than 50 mm.

The Site Supervisor Engineer shall check and approve the compaction before the commencement of the works.

4.2.3 Sand

Sand shall be clean and free from contaminants such as oil, silt, soil, wood, metal or vegetable matter (preferable clean river sand). Very fine or smooth sand shall not be used. The GEEL Infrastructure Engineer and the Site Engineer shall check and approve the quality before the commencement of the works. Coarse Sand (used for concrete) shall have a maximum size of 5mm. Medium Sand (used for masonry mortar and plaster) shall have a maximum size of 2mm.

Shall be natural sand or crushed gravel or stone clean sharp, coarse grift, pit or river sand free from silt, dust, clay, salt or any other matter, shall pass a 3/16" (4.7 mm) squire mesh and shall be the best reasonably obtainable for the work. All sand shall be washed and sieved as often as is required to make it conform to this specification

4.2.4 Aggregate

Shall be natural gravel, stone or other approved materials hard strong and durable, non-porous free from adherent coating or other harmful matter and shall pass or be crushed to pass the meshes specified in the concrete mixes and be well graded by sieving and combination where necessary.

Aggregate used for concrete shall be angular crushed rock varying in size from 5mm to 20mm for Grade 1 Concrete and 5mm to 60mm for Grade 2 Concrete. It shall be clean and free from contaminants such as oil, silt, soil, wood, metal or vegetable matter.

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4.2.5 Cement Mortar

Cement shall be delivered in sealed bags to the site. It shall be kept clean and dry until usage. Partially used bags of cement shall be stored in a dry place until required. Any partially used bags that have become damp shall be rejected.

Cement mortar for blockwork, masonry, rendering, tiling, screening, pitching and jointing shall consist of Ordinary Portland Cement and natural sand mixed by hand or an approved mechanical mixer in the proportions by volume of one-part cement to four parts sand. The cement and sand shall first be mixed dry until the cement color can no longer be distinguished from the sand in any part of the mass and the whole shall then be uniformly wetted by approved means while undergoing further mixing. The water content shall just be sufficient to ensure a dense mortar of still consistency and adequate workability to permit troweling or floating into place. Mortar shall be prepared and used in such quantities that no more than 20 minutes shall elapse between first wetting and its completed use. Under no circumstance shall any mortar that has stiffened by commencing to set be used. Fresh mortar shall not be mixed with mortar prepared earlier and all batches shall be used entirely separately.

Sand for cement mortar to be used for external renderings and internal plastering with lime and Portland cement shall comply with BS 119. Sand for cement mortar for all other purposes (plain and reinforced brickwork, block-walling, masonry etc.) shall comply with BS 1200. It should be well graded siliceous sand of good, sharp, hard quality. It shall be free from lumps of stone, earth, loam, dust, silt, organic matter and any other deleterious substance.

4.2.6 Water

Water used for mixing concrete, mortar, plaster and other construction materials shall be potable, clean and free from organic material, humus, acid, chemicals, salts or other matter that may be harmful to the concrete. If none is available on site, the contractor shall transport suitable water to site

4.2.7 Electricity Works

The process included all the fittings and the network (cables) completed according to the distribution of the fitting in the drawings. All the electrical connections shall be made with quality certified cables of appropriate thickness and in accordance with the best current industry standards.

Cable & Wires: The electrical and control wiring between the evaporator and the condenser

Units and to the control panels will be provided with appropriate wires and

Cables Make: DUCAB, Oman/National Cable or any other DEWA/SEWA approved cable.

Control Panel The Electrical control panel should be equipped with digital EWPC 974 microprocessor for temperature control and display, defrost timer control, M.C.B, Contactors, relays, Overload protectors & other necessary safety devices.

4.3 More details

For more details, please refer to the BOQ in Annex 1.

5. Evaluation

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1. GEEL will award the subcontract to the offeror whose offer represents the best value based on (1) the merits of the offer and (2) the offeror's capability.
2. GEEL will determine the merits of each offer on the basis of: (a) its acceptability and (b) its price reasonableness.
 - a. Acceptability. GEEL will determine the acceptability of each offer on a pass or fail basis. An offer is acceptable when it manifests the Offeror's assent, without exception, to the terms and conditions of the RFQ, including attachments and amendments (if any). GEEL reserves the right to change the terms and conditions of the scope of work at any time prior to the source selection decision.
 - b. Price Reasonableness. GEEL will evaluate the reasonableness of the price of each acceptable offer in relation to the Offeror's relative capability (see Source Selection Decision paragraph below).

5.1 Capability of the Offeror

GEEL will assess (evaluate) the capability of each offeror on the basis of the Technical Proposal, including:

1. Technical aspects of the program. The proposals will be judged based on the technical responses to questions outlined in the RFP, including the plan presented to completing the work in a timely manner.
2. Organizational Past Performance. Past performance is a measure of the degree to which an offeror satisfied its clients in the past and complied with laws and regulations. GEEL may contact some of the offeror's clients to ask whether or not they believe (1) that the Offeror was capable, efficient, and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during the performance; and (4) that the Offeror was committed to client satisfaction. In evaluating past performance, GEEL may contact some of the references provided by the Offeror. GEEL will not evaluate an Offeror's organizational past performance on the basis of the personal past performance of the Offeror's key personnel.
3. Organizational Experience. GEEL will evaluate each offeror's experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. GEEL will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, GEEL will consider the extent to which the offeror's key personnel have worked together in the past.
4. Key Personnel Qualifications/Experience. In evaluating the technical and managerial experience and skills of the proposed personnel, GEEL will consider the breadth of knowledge, education, and experience of the proposed candidate.
5. Compliance with Instructions. In evaluating an offeror's capability, GEEL will consider how well the offeror complied with the instructions in responding to this RFQ.
6. Health, Safety and Environment compliance
7. Cost Reasonableness. GEEL will consider the total cost of the project compared to the deliverables and scope of activities.

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5.2 Relative Importance of the Evaluation Factors – Best Value Source Selection

The selection will consist of a best value source selection process based on each offeror's capabilities in the area of past performance, key personnel qualifications/experience, organizational experience and cost/price. Under a best value source selection, non-price evaluation factors, when combined are significantly more important than price. An offer must be acceptable in order for the offeror to be eligible for award. GEEL will not award a contract on the basis of an unacceptable offer. Thus, acceptability of the offer is the most important evaluation factor. GEEL considers the offeror's capability to be as important as its price. GEEL will evaluate each offeror on its expertise and knowledge of the services described in the scope of work. GEEL will not select an offeror for award on the basis of superior capability without consideration of the amount of its price. The relative influence that capability and price will have on source selection authority will depend on the marginal differences among the competing offerors.

5.3 Source Selection Decision

In order to select the winning offeror, GEEL will rank offerors from best to worst by making paired comparisons, trading off the marginal differences in capability and price. If one offeror has both the better capability and the lower price, then that offeror will be the better value. If one offeror has the better capability and the higher price, then the technical evaluation panel will decide whether the marginal difference in capability is worth the marginal difference in price. If the technical evaluation panel considers the better capability to be worth the higher price, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. If more than two proposals are received, the technical evaluation panel will continue to make paired comparisons until s/he decides which offeror represents the best value.

The Evaluation Criteria Weighting is as follows:

Schedule	Category	Max Points	Points awarded	Pass/Fail
1	Technical	30		
	Past performance and Reference List	10		
	Number of projects completed through the defect and liability period in the last 5 years	10		
	Experience with projects of similar value to the solicited project	10		
2	Key Personnel	20		
	Project Manager			
	Bachelor Degree in Management			
	5 years of experience in project Management	5		
	Site Manager			
	3 years of experience in Similar projects	3		
	Civil or Water Engineer			

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	Bachelor Degree in Civil/ Water Engineering			
	6 years of experience in field	3		
	Hydrologists/Geologist Engineer			
	Bachelor Degree in Hydrology/ Geology Engineering			
	6 years of experience in field	3		
	Drilling Foreman			
	4 years of experience in field	2		
	Electrical Technician			
	4 years of experience in field	2		
	Plumbing Technician			
	4 years of experience in field	2		
3	List of Equipment	10		
	Drilling rig	2		
	15ton truck	1		
	Water bowser	1		
	Hoist or Crane	1		
	Excavator	1		
	Concrete Mixer	1		
	4x4 vehicles	1		
	Personal Protective Equipment	1		
	Poker vibrator	1		
4	Methodology	15		
	Proposed Work Plan and Schedule of Activities	10		
	Reporting and Recording systems - including environmental monitoring	5		
5	Budget	25		
	Budget proposal for the project	25		

Performance Penalty:

Should the offeror not finish the work by 15 days following the end of the contracting period of performance than 0.5 % of the contract amount per day for a maximum of 10 % of the contract amount shall be deducted from the final payment until the work is authorized as completed by GEEL.

5.4 Mandatory Requirements

- Certified and valid copy of registration certificate/license, with Ministry of Public Works somaliland.
- Certified tax compliant (Tax receipts)

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- Completed, filled and signed BOQ
- Provide a company profile with list of BODs.
- CVs of all key personnel.
- Must have a minimum of 3 years of experience with a concrete evidences like offers and contracts.
- Company main office physical address, contacts/emails.

SECTION I - LIST OF ATTACHMENTS

Annex 1 – Bill of Quantities

Annex 2 – Template for Bid Preparation

Annex 3 – Site Plans

Annex 4 – Instructions to Bidders

Annex 5 – Annual Representations, Certifications, and Other Statements of Offerors

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Annex 1 – BOQ

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Annex 2 – Template for Bid Preparation

[Offeror: Letterhead]

[Offeror: Insert date]

Mohamed Abdinoor
Chief of Party
USAID/GEEL Project

Reference: GEEL Request for Quotation - Support Livestock Production and Sales – Reverse Osmosis System

Subject: [Offeror: Insert name of your organization]'s Proposal

Dear Mr. Mohamed Abdinoor,

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above referenced request for quotation. For this purpose, we are pleased to provide the information furnished below:

Name of Offeror's Representative: _____

Name of Offeror: _____

Type of Organization: _____

Address: _____

Address: _____

Address: _____

Telephone: _____

Email: _____

We confirm that our proposal, including the pricing information will remain valid for 120 calendar days after the proposal deadline.

Sincerely yours,
Signature

[Offeror: Insert name of your organization's representative]

[Offeror: Insert name of your organization]

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Annex 3 – Site Plans

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Annex 4 – Instructions to Bidders

1. **Procurement Narrative Description:** The Buyer (IRG) intends to purchase commodities and/or services identified in Section 2 of the RFQ. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity:** This procurement will be made by **IRG** who has a purchase requirement in support of the Somalia GEEL project.

IRG shall award the initial quantities and/or services and any option quantities (if exercised by IRG) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during IRG’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach IRG’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the IRG Procurement Officer. The Seller’s proposal shall include the following:

- (a) The solicitation number:
- (b) The date and time submitted:
- (c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:
- (d) Validity period of Quote:
- (e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- (f) If IRG informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must provide IRG the correct ECCN and the name of Seller’s representative responsible for Trade Compliance who can confirm the export classification.
- (g) Lead Time Availability of the Commodity/Service.

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- (h) Terms of warranty describing what and how the warranties will be serviced.
 - (i) Special pricing instructions: Price and any discount terms or special requirements or terms
(special note: pricing must include guaranteed firm fixed prices for items requested.
 - (j) Payment address or instructions (if different from mailing address)
 - (k) Acknowledgment of solicitation amendments (if any)
 - (l) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)
 - (m) **Special Note:** *The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.*
4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found in Annex 1 – Bill of Quantities. Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.
5. **Questions Concerning the Procurement.** All questions in regards to this RFQ/RFP to be directed to info@sogeel.org
- The cut-off date for questions is *(insert date)*.
- | |
|---------------|
| April 3, 2018 |
|---------------|
6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer's Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Seller.
7. **Documentation:** The following documents will be required for payment for each item:
- (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)
 - (b) Packing List
 - (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)
8. **Payment Terms:** Refer to IRG purchase order terms and conditions found in www.rti.org/poterms, <http://www.rti.org/POterms>, http://www.rti.org/files/PO_FAR_Clauses.pdf, or http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf. Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.
9. **Alternative Proposals:** Sellers are permitted to offer "alternatives" should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set

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forth in Attachment A Specifications.

10. **Inspection Process:** Each item shall be inspected prior to final acceptance of the item. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.
11. **Evaluation and Award Process:** The IRG Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to IRG, price and other factors considered. The award will be made to the Seller representing the **best value** to the project and to IRG. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. IRG intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, IRG reserves the right to conduct discussions if later determined by the IRG Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

- (a) **PRICE**. Lowest evaluated ceiling price (inclusive of option quantities) .
- (b) **DELIVERY**. Seller provides the most advantageous delivery schedule.
- (c) **TECHNICAL**. Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
- (d) **PAST PERFORMANCE** - Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.

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12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.
13. **Validity of Offer.** This RFP in no way obligates IRG to make an award, nor does it commit IRG to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for 90 days after submission.
14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer IRG Representations and Certifications for values over \$10,000.
15. **Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

Consistent with the September 10, 2009, memorandum from the Department of State (State) to the Department of Treasury's OFAC, and with the September 16, 2009, memorandum from OFAC to State, both relating to State/USAID Somalia Programs, the subcontractor agrees that it and/or its implementing partners (including contractors, grantees, sub-contractors, and sub-grantees) will not knowingly and voluntarily make payments or provide any other benefits to al Shabaab or to entities controlled by al Shabaab, or to individuals' acting on behalf of al Shabaab (collectively, "excluded parties"). Such prohibited payments or other benefits would include:

- Cash facilitation fees or other similar fees at roadblocks, ports, warehouses, airfields or other transit points to excluded parties;
- Purchases or procurement of goods or services from excluded parties; and
- Payments to excluded parties as the de facto municipal authority.

The Subcontractor or its implementing partners agree to exercise enhanced due diligence when providing assistance to Somalia under this award to avoid the accidental, unintentional, or incidental provision of such payments or benefits to excluded parties.

In the event that the contractor or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) becomes aware that it made a payment or provided a benefit to excluded parties, the contractor shall, within ten days after becoming aware of such payment or provision of benefit, notify the Contracting Officer in writing, with a copy to the COR, of such payment or provision of benefit. This notification shall include the following information:

- Factual description of each such event;
- Amount of funds expended or other benefit provided for each such event;
- Safeguards and procedures, including management and oversight systems, that were in place to help avoid the occurrence of such event; and
- Explanation of the reasons for each such payment or each such benefit provided, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally, or forced.

Acceptance:

Seller agrees, as evidenced by signature below, that the seller's completed and signed solicitation, seller's proposal including all required submissions and the negotiated terms contained herein,

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constitute the entire agreement for the services described herein.

By: *(Seller Company Name)*

Signature: _____

Title:

Date:

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Annex 5 - Annual Representations, Certifications, and Other Statements of Offerors for International Suppliers for Proposed Subcontracts/Procurements >\$10,000

To be completed by all companies incorporated outside the US or US possessions and territories with proposed or active procurements.

Part 1: Identifying Information: All Organizations/Individuals Complete				
Organization/Individual Name:				
Address:				
City:	State:		Zip Code:	
Country:	Telephone No.:		Fax No.:	
Email address:			Company website:	
Please certify your organization type:				
<input type="checkbox"/> Non-United States Citizen, Operating as an Individual				
<input type="checkbox"/> Non-United States Based Non-Profit Organization				
<input type="checkbox"/> Non-United States Based Commercial Organization, Registered for Business in (country)				

Part 2: All Organizations Complete				
Use of Government Property				
Complete the following statement(s) as applicable:				
A. The offeror and/or its suppliers <input type="checkbox"/> will, <input type="checkbox"/> will not use government property in performance of work under the proposed contract.				
B. The offeror certifies that to the best of its knowledge this proposed subcontract <input type="checkbox"/> does, <input type="checkbox"/> does not involve the acquisition of Government property, the disposal of which may be restricted by patent or other rights.				
Representations and Certifications Applicable to All Organizations/Individuals. Provide Specific Information Throughout if Required				
52.215-6: Place of Performance (January 2004)				
A. The Offeror, during the performance of any subcontract resulting from this solicitation, <input type="checkbox"/> intends, <input type="checkbox"/> does not intend, to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this proposal or quotation.				
B. If the Offeror checked "intends" in paragraph (A) above, it shall complete the following information:				
Place of Performance		Name and Address of Owner and Operator of the Plant or Facility if other than Offeror		
Address:		Name:		
City:		Address:		
State:	Zip:	City:	State:	Zip:
52.222-50: Combatting Trafficking in Persons (Mar 2015)				
By execution of this document the Offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-50.				

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Part 3: Applicable to All Organizations/ Individuals if Proposed Contract is Fixed Price. Provide Specific Information Throughout if Required

52.203-2: Certificate of Independent Price Determination (Apr 1985)

A. The Offeror certifies that:

1. The prices contained in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (2) the intention to submit an offer, or (3) the methods or factors used to calculate the prices offered;
2. The prices contained in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or subcontract award (in the case of a negotiated solicitation) unless otherwise required by law; and
3. No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be certification by the signatory that the signatory:

1. Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signature has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
 - a. Has been authorized in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.
[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the Offeror organization.]

Name:

Title:

- b. As an authorized agent, does certify that the principals named in paragraph B.2.(a) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
- c. As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above.

C. If the Offeror deletes or modifies paragraph (A) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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Part 4: Applicable to All Organizations/ Individuals if Proposed Contract is valued >\$150,000. Provide Specific Information Throughout if Required

52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

- A. The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. 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 awarding of any Federal contract;
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to RTI; and
 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.209-5: Certification Regarding Responsibility Matters (October 2015)

- A. The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals-

- a. Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. 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 public (Federal, state, or local) 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
 - c. Are ☐, are not ☐, presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph A.1.b. of this provision.
 - d. Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(continued next page)

Part 4: (continued)

52.209-5: Certification Regarding Responsibility Matters (October 2015) (continued)

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<p>(2) <i>Examples.</i></p> <ul style="list-style-type: none"> (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer see tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment. (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
<p>2. The Offeror has [], has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.</p>
<p>3. "Principal," for the purpose of this certification, means officer; director; owner; partner; or person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).</p> <p>This certification concerns a matter within the jurisdiction of any agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.</p>
<p>B. The Offeror shall provide immediate written notice to RTI if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.</p>
<p>C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by RTI may render the Offeror non-responsible.</p>
<p>D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p>
<p>E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, RTI, may terminate the subcontract resulting from this solicitation for default.</p>

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Part 5: If the Proposed Work Activities Are Performed within the UNITED STATES and its Possessions and Territories, the following is applicable to Organizations.

If the Proposed Work Activities Are Performed outside the United States and its Possessions and Territories, the following is only applicable to Organizations that recruit employees within the United States and its Possessions and Territories. Provide Specific Information Throughout if Required

52.222-21: Prohibition of Segregated Facilities (April 2015)

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-21.

52.222-22: Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that (1) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (2) It ☐ has, ☐ has not filed all required compliance reports; and (3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25: Affirmative Action Compliance (Apr 1984)

The Offeror represents that (1) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) it ☐ has not previously had contracts/subcontracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-29: Notification of Visa Denial (April 2015)

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-29.

52.222-35: Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (October 2015)

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-35.

52.222-36: Affirmative Action for Workers with Disabilities (July 2014)

By execution of this document the offeror certifies that it is in full compliance with the provisions set forth in FAR 52.222-36.

Part 6: Applicable to Organizations/ Individuals Only if Proposed Contract is >\$25,000 AND Goods will be Purchased for use Inside the United States and its Possessions and Territories. Provide Specific Information Throughout if Required

52.225-2: Buy American Act Certificate (May 2014)

A. The offeror certifies that each end product, except those listed in paragraph (B) 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"

B. Foreign End Products: [List as necessary]

Line Item No.	Country of Origin
C. RTI will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.	

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Part 7: Applicable to Organizations Only if Proposed Contract is >\$500,000 AND the Organization IS NOT Providing a Commercial Item

52.222-56: Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)

- A. The Offeror certifies that it ☐ has, ☐ has not
1. implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
 2. After having conducted due diligence, either—
 - a. To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - b. If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

Part 8: Acknowledgment

The undersigned offeror certifies that the information contained within this document is true and accurate to the best of its knowledge.

By the execution of this document, the undersigned offeror agrees to provide immediate written notice to RTI if, at any time during the effective period of this document, the undersigned offeror learns that this document was erroneous when submitted or has become erroneous by reason of changed circumstances.

The effective period of this document is one year from the date of execution.

Signature:

Printed Name of Signatory:

Title of Signatory:

Date: