



REQUEST FOR PROPOSALS (RFP)

To: Offerors
From: Creative Associates International, Inc.
Subject: Request for Proposal (RFP) No. RFP-NLCB-091-19-06-413
Subproject #: Supporting Civilian security engagement in Khaddamari and Zabarmari Villages
Performance Period: Sixteen (16) weeks from receiving award
RFP Issue Date: 18 June 2019
RFP Closing Date: 02 July 2019
RFP Closing Time: 4:00 PM – Local Time
Reference: USAID Task Order No. 720AA18F00013

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms and organizations to submit a best-price proposal for the installation of a water borehole and facility in Khaddamari and Zabarmari villages, funded under USAID Contract No. 720-AA-18-F-00013. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget and terms, and receiving USAID's Contracting Officer consent, if required. The Contract resulting from this award will be **multiple firm fixed price purchase order, awarded to more than one firm.**

The requirements for this activity are described in the "Statement of Work" in Attachment I. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment II "Instructions to Offerors". Proposals will be evaluated based on the "Evaluation Criteria" in Attachment III. Creative will make an award to the responsible Offeror submitting an offer which forms the best value to the project: technical merit and price will be both considered.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above. Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided and contain only requested information.

All questions should be submitted **in writing** and emailed to vendors@neri-nigeria.com no later than **three days after** issue date of this RFP. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (listed above) should be stated in the subject line. Answers will be compiled and distributed within three days from the closing date of questions.

Proposals must be comprised of **one electronic copy** of the Technical Proposal and **one electronic copy** of the Cost/Business proposal, sent in separate e-mails, and labeled with the above-stated subject, subproject number and title. Submissions shall be delivered to:

Creative Procurement Department
bids@neri-nigeria.com

Sincerely,
Creative Procurement Department

Attachments:

Attachment I: Statement of Work	Attachment VI: Detailed Project Experience & Performance
Attachment II: Instructions to Offerors	Attachment VII: Technical Specs for Creative Works Projects
Attachment III: Evaluation Criteria	Attachment VIII: Prime Contract Flow-Down Clauses
Attachment IV: Proposal Cover Letter	Attachment IX: Structural/Technical Drawings
Attachment V: Anticipated Use of Local Labor	Attachment X: Health and Safety Plan, Storm Water Pollution Prevention Plan, Water Quality Requirement Document

Attachment I: Statement of Work for NLCB091 - Drilling of One Solar Powered Borehole and Installation of 30,000-litres Steel Tank with Stanchions in Khaddamari and Zabarmari Communities Respectively

Summary:

The aim of this activity is to assist the Borno State Government in the drilling of two single phase solar-powered boreholes and fabrication/installation of steel overhead tanks with 30,000-liters capacities in Khaddamari and Zabarmari communities in Borno State.

General Requirements:

The contractor must be a registered building or civil engineering with a valid license to work in Nigeria. Interested contractors must have performed construction work in Northeast Nigeria or the region or are presently engaged in this work.

The selected implementer must possess strong technical knowledge of the materials, methods, and tools involved with steel fabrication, borehole drilling and installation, new construction or repair of structures, buildings, or such related structures in accordance with the international standards for construction engineering and industry. The selected implementer shall provide all skilled and unskilled labor, materials, equipment, tools, transportation, and technical supervision at all times on the project site.

The selected implementer must have sound knowledge of behavior of structures under distresses of all kinds, including their designs, uses, repair and maintenance; the selected implementer must perform all works in accordance with this statement of work and Creative's technical specifications described herein. The selected implementer must adhere to the stipulated specifications, standards and recommendations to ensure the completed activity has no significant adverse impacts to the environment.

If changes or recommendations are to be made to the structures, fittings, fixtures or any aspect of the implementation work at any stage, the contractor is mandated to first communicate with Creative's local staff representative, the state engineer, and seek approval before any step or action is taken – failure to do so will lead to contractual penalties, up to and including contract termination.

Objectives of this Statement of Work:

The objective of this activity is to provide fresh, potable water to residents of the Khaddamari and Zabarmari communities in Borno State. This will be achieved through the successful installation of a productive water borehole in each community, installation of 30,000 litres capacity steel overhead tank placed on a 6m steel stand as well as the construction of 2-Nos buttresses of six (6) water tap heads in both locations respectively.

Note: Interested bidders are encouraged to visit the site to assess the project site to be renovated before submission of any proposal, to ensure that there is a common understanding of the scope of work required. Cost for each structure should be provided separately. An unpriced BOQ has been attached to provide guidance.

The date for the site assessment is **20 June 2019 at 10:00 am** prompt in Khaddamari Community and 20 June 2019 at **12:00 noon prompt** in Zabarmari Community.

All interested bidders are highly encouraged to attend, as this will provide technical details to assist in bidders' in the preparation of the proposals.

Specific Tasks

- I. Mobilize equipment, materials and labor to project site
- Contractor will determine the method, details, and means of completing the project in the method of performing services and agrees to devote the required personnel including engagement of local labor for the unskilled services for the benefit of the community
- Contractor will supply all tools, instrument and plants/ equipment as well as the materials required for the drilling & installation works, construction of reinforced concrete foundation, steel sections for the steel overhead tank as specified in the drawings provided. Upon arrival

of materials, contractor shall offload at the designed location and protect all materials from exposure to the weather until time of installation or use.

II. The water borehole installation and construction of the facilities, including the following tasks:

- A geophysical survey has been conducted by an independent contractor; the report proposed a depth of 300m for the survey carried out at Khaddamari while a depth of 295m was projected for the survey carried out at the Zabarmari Village. These geophysical investigations were carried out to help determine the right and correct placement of the location for the boreholes to be dug on the project site to ensure a productive yield.
- Kindly find below the additional depth allowable for the prospective contractor:
Drilling depths and any additional depth to be carried out by the contractor in addition to the provided depth from the geophysical investigation result carried out, as required given unforeseen site conditions or variation due to movement of ground water.

- 0 to 300m and above - +50m

Note: It is recommended that the selected contractor carries out their own investigation to verify the results from the independent contractor engaged by Creative.

- Drilling of the borehole to a verified and actual productive and functional aquifer depth and properly cased as required with 6" (150mm) API steel screens and casings to the required depth using machine boring.
- Supply and install screen (6" (150mm) API steel Pipe 10bar gauge) according to the instruction from the manufacturer and to the required depth.
- Supply and install casing (6" (150mm) API steel Pipe 10bar gauge) according to the instruction from the manufacturer and to the required depth.
- Provide and place approved coarse gravel packing (less or equal 20mm grade) in the annulus as specified to a level of 5mm minimum above the top of the screen.
- For each borehole installed, supply and Install casing of 2.5" (62.5mm) API steel Riser pipes with API wellhead according to the instruction from the manufacturer and the required depth.
- For each of the borehole installed, development of borehole by airlifting until water is clear and free of silt and clay and then, allow the borehole run for a minimum of 6 hours consecutively for the borehole yield test.
- Fabrication and installation of two steel water tank stand of 6 meters high. Utilizing 50x50x6L supports and 25x25x3L railings. (see attached drawings).
- Construction and installation of a 30,000-liter capacity steel overhead tank (reservoirs) with dimensions of 1.3m height x 4.8m length x 4.8m width to be placed on 6m high steel tank stand (stanchions). Utilizing 5mm thick floor plate and 4mm thick wall and roof plate for the fabrication, or greater.
- Provide all necessary data required to size the solar-powered submersible pump appropriately, including total dynamic head. This includes, but is not limited to, the following: date and time of test; depth of borehole; diameter of borehole; horizontal distance to final endpoint; pipe diameter; and total dynamic head.
- Accept and transport NLCB-provided solar-powered submersible pump from Maiduguri town to final borehole site.
- Install solar panels of suitable capacity to power the NLCB-provided solar-powered submersible pump installed for each borehole installed. Panels are secured firmly on a fabricated metal rail attached on the overhead tank stand
- Install the NLCB-provided and approved submersible solar-powered submersible pump of minimum pumping yield of 5 Liters per second, Grunfos or similarly approved, complete with all necessary installation accessories, including but not limited to cables, controls (automatic or float switch) and starters for each borehole installed.
- Disinfect the boreholes and perform the sterilization of the pumps and accessories.
- For each borehole installed, perform physiochemical and Bacteriological Water quality analysis, to include but not limited to testing for the presence of arsenic, nitrates, nitrites, and coliform bacteria that might negatively affect the quality of the water according to the acceptable world health standard.
- Perform water treatment and purification, as required.
- For each borehole installed, perform cement grouting of outer surface casing to protect borehole from surface contamination.

- For each borehole installed, perform construction of concrete top slab with well cap for the drilled borehole.
- For each borehole installed, perform reticulation from borehole to overhead tank and from overhead tank to newly constructed buttresses of taps and lines to connect the overhead tank.
- At each borehole site, construct soak pit and drains in line with acceptable international standard, with metal grid cover having mesh-like opening not greater than 50mm x 50mm, to service the water borehole head pump and the buttresses of taps.
- At each borehole site, perform construction of two buttresses, six (6) water tap-heads covered, with tiles (200mm x 200mm) of approved color and design, to access water for use at the borehole location.
- At each borehole site, construct chain link perimeter fence with steel gate. Supporting steel poles spaced 2m apart (Area: 50 meters²) to encompass the borehole, the concrete water tank stand, the solar panels and accessories to prevent uncontrolled access to the site.
- Perform gravel filling of the surrounding floor of the borehole area.
- Perform general cleaning and clearing of the project site.
- Project site walkthrough with Creative's team.
- Training of 10 community members (5 from each of the two communities) on borehole installation and maintenance processes with training and maintenance kits provided by the contractor.

Note: The maintenance kit otherwise known as the portable water testing field kit should contain E. coli Kit with key chemical and physical water quality parameters and testing equipment; recommend Aquagenx portable water testing basic field kit with expansion pack.

Each field kit contains equipment and consumables for 100 samples. Minimum proposed content of the maintenance kit is, but not limited to:

- E. coli kits (100 samples)
- Seal clips for compartment bags (25)
- Barcoded asset tags (100)
- Arsenic tests (100)
- Fluoride meter (1)
- Fluoride reagents (100)
- pH/Conductivity/TDS meter (1)
- Stopwatch (2)
- Collapsible 20 liters bucket (1)
- Tape measure (1)
- 500 mL plastic sample bottle (1)
- Turbidity meter (1)
- Chlorine meter (1)
- Nitrate test (1)
- Chlorine reagents (100)
- Iron test (1)
- Nitrate reagent 1 (100)
- Nitrate reagent 2 (100)
- Iron reagent 1 refill (2 bottles of 50 each)
- Sturdy backpack (1)
- Handover of the project sites to NERI.
- Submit two copies of construction activities at the end of each milestone as well as the final borehole report to Creative team.

General Masonry

- Contractor must ensure mixing of materials for sand/cement (mortar) and concrete are in the mix ratios of 1:5 and 1:2:4 respectively using only Grade 42 ordinary Portland cement.
- Contractor must make use of only Y16 for reinforcement for columns structural members.
- Contractor shall ensure proper and adequate cover of 25mm - 50mm diameter to reinforcement bars during concrete casting to avoid exposure and subsequent attack by rust due to atmospheric reactions.
- Block work shall be done in neat jointing and vertically align at level with a spirit level.
- All plaster shall be smooth and regular while all angles and edges are to be well dressed, straight and chamfered.

- Contractor must ensure that the concrete elements (columns including footings) shall be adequately cured before removal of shutters or formwork. All plastering work must be cured for a minimum of 3days.

Carpentry

- Contractor is recommended to use all steel formwork. Should the contractor opt to use timber and/or marine plywood, the contractor must ensure that all timber and/or marine plywood used is well-seasoned and satisfy the requirements of durability, ease of handling, strength and warping to produce the desired concrete finish, and achieve the required number of reuses.
- Contractor must carefully prepare formworks to receive all the column footings.

Painting/Finishing

- Apply a 3- coats scheme of red oxide and non-toxic antirust to the 30,000 liters water tanks and steel stands. Contractor must ensure paint is not over diluted, and consistency is to be confirmed by the Creative representative on the two project sites.
- All paints applied are to be lead-free and preapproved by Creative engineer.

Note: Contractor will be required to repaint the surfaces if the paint work does not give a uniform finishing.

Electrical Work

- Carefully install all electrical fittings including wiring and cables, switches, sockets and outlets of approved quality. All electrical work shall be approved by Creative Engineer.

Note: Contractor to indicate model and rating as indicated during the site visit – the expected rating of distribution board will be not less than 100Amperes tinned electrolytic copper busbar (shorting links), neutral bar, earth bar and cable ties for cable management, with a voltage rating of 220-440VAC 50/60H.

- Test all electrical installations and fittings.

Plumbing Work

- Install all required plumbing fittings and piping in the borehole to the overhead tanks and to the buttresses of taps.
- Test all plumbing installations and fittings.
- Reticulate to water points

Water Borehole

- Drilling to productive depth and installed at required all screens and casing connected to 6m high steel tank stand supporting a 30,000-litre steel water tank as required to be powered using a solar power system.

External Works

- Excavate foundation and build new soak pit and buttress of water taps to specification.

Safety

- Safety is the highest priority on this contract. The contractor shall direct all those working under charge to work safely and ensure there is always a site engineer on the project site to provide a close monitoring of all the implementation activities and keep the worksite clean. Provide and enforce usage of Personal Protective Equipment (PPEs) by all workers.
- Ensure the application of termite control and treatment to all surfaces most especially the wood and timber materials to be used on the project site as the environment is termite prone

Project Location:

The project is located in Monguno, Borno State with the following coordinates:

Khaddamari

Latitude: N = 11.947689

Longitude: E = 13.221797

Zabarmari

Latitude: N = 11.931157

Longitude: E = 13.242548

Period of Performance:

Creative anticipates a period of performance of 16 weeks to complete all activities outlined in this SOW.

Deliverables and Price Schedule:

Milestone No.	Milestone's Description and Required Documentation	Payment Amount	Completion Dates
Milestone No. 1	<ul style="list-style-type: none"> Immediately after kick-off meeting and official handing over of project site to the Contractor, Contractor must submit an activity work plan for the project site to be approved by Creative's local staff representative. Mobilization of machinery, equipment and personnel to commence work Contractor must carefully prepare the project site by removing any debris, waste, vegetations in line of the construction works to be carried out. Analysis of the geophysical survey to help determine the best location for the right placement of the borehole to be dug on the project site at Khaddamari and Zabarmari Villages respectively. Ensure the barricade of the construction area to prevent easy access to the project site during construction, prevent easy visibility of the construction work to be carried out and ensure that only personnel and properly kitted individual with relevant PPEs are allowed to the project site to prevent the risk of hazard and accidents on the site. Delivery of construction materials Drilling work to the required functional depth completed for a single productive borehole in the two locations. Supply and Installation of 6" (150mm) API steel Pipe 10bar gauge, screens and casings completed for the drilled borehole with gravel packing in the borehole annulus. Submit progress reports (weeks 1-3) including a summary of activity progress with photographs showing work completed. Perform the project site walk through with the Engineering team and address all highlighted defects and fix as required. 	20%	End of Contract Week 3
Milestone No. 2	<ul style="list-style-type: none"> Fabrication and installation of steel water tank stand (stanchion) of 6 meters high. Utilizing 50x50x6L supports and 25x25x3L railings. Construction and installation of 30,000-litre capacity steel overhead tank with dimensions of 1.3m height x 4.8m length x 4.8m width to be mounted on 6m high steel tank stand (stanchion- 4.8m x 4.8m). Utilizing 5mm thick floor plate and 4mm thick (or greater) wall and roof plate for the fabrication Borehole development by airlifting until water is clear and free of silt and clay and then allow the borehole run for a minimum of 6 hours consecutively for borehole yield test. Provide all required information to NLCB to appropriately size solar-powered submersible water pump, as described in the scope of work. Information is provided prior to commencement of stanchion development. Accept and transport NLCB-provided solar-powered submersible pump from Maiduguri Town to final borehole site. Install NLCB-provided solar panels of suitable capacity to power the solar-powered submersible pump installed. Panels are secured firmly on a fabricated metal rail attached on the overhead tank stand Install NLCB-provided and approved solar-powered submersible pump complete with all necessary installation accessories, including but not limited to cables, controls (automatic or float switch) and starters. Disinfect borehole and sterilization of pump and accessories. Supply and Install casing of 2.5" (62.5mm) API steel Riser pipes with API wellhead according to the instruction from the manufacturer and the required depth. Physiochemical and Bacteriological Water quality analysis, to include but not limited to testing for the presence of arsenic, nitrates, nitrites, and coliform bacteria that might negatively affect the quality of the water according to the acceptable world health standard. Perform water treatment and purification, as required. Cement grouting of outer surface casing to protect borehole from surface contamination. Closing of any present abortive holes. Installation of well head fittings. Construction of concrete top slab with well cap for the drilled borehole. Contractor submits progress reports (weeks 4-9) including a summary of activity progress. The report will include site photographs and report(s) from bi-weekly project coordination meetings. Perform the project site walk through with the Creative Engineering team and address all highlighted defects, fix and complete any other outstanding renovation work. 	40%	End of Contract Week 9

Milestone No. 3	<ul style="list-style-type: none"> • Reticulate water from borehole to overhead tank, and from overhead tank to the newly constructed buttress points as specified. • Treat all structures for termite infestation as required, ensure standard protective measures are taken to prevent future occurrences. • Construction of soak pit and drains in line with acceptable international standard, with metal grid cover having mesh-like openings with spacing not greater than 50mm x 50mm, to service the water borehole head pump and the buttresses of water taps. • Construction of chain link perimeter fence with steel poles spaced 2m apart (Area: 50m²) with entrance gate with locks to encompass the borehole, concrete tank stand, the solar panels and accessories to prevent uncontrolled access to the borehole site. • Construction of 2 buttresses of 6 tap heads with tiles (200mm x 200mm) of approved color and design. • Testing of all electrical and plumbing fittings • Gravel filling of the surrounding floor of the borehole site area. • General cleaning and clearing of the project sites. • Training of 10 community members (5 from each of the two communities) on borehole installation and maintenance processes with training and maintenance kit provided by the contractor. • Perform project site walk through with the Creative Engineering team and address all highlighted defects, fix and complete any other outstanding renovation work. • Submit final report (weeks 10-12), which will include the final engineering as-built drawings as well as photos of the completion work. 	30%	End of Contract Week 12
Milestone No. 4	<ul style="list-style-type: none"> • Post-completion inspection and certification report by Creative Engineer that no defects occurred within the 30 days' post-completion period. 	10%	End of Contract Week 16

Attachment II: Instructions to Offerors

A. General Instructions

These Instructions to Offerors will not form part of the Contract. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The proposal and all corresponding documents related to the proposal must be written in English. All proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
2. Proposals must include only the Offeror's own work. No text should be copied from sources outside of your organization, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
3. Proposals and all cost and price figures must be presented in **Nigerian Naira**. All prices should be gross of tax, but net of any customs duties. See number 9 below. A firm fixed price purchase order will be issued to the successful offeror in local currency as per requirement of local Law.
4. The Offeror must state in their Proposal the validity period of their offer. The minimum validity period for this RFP is **90 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 90 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right to make no award.
5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not refer to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly based on technical merit.
6. Offerors must be licensed and authorized to conduct business in Nigeria, as evidenced by submission of a valid Corporate Affairs Commission License. The license must clearly show a license number, official government stamp and a date of issue and date of expiry.
7. No costs incurred by Offerors in preparing and submitting a proposal are reimbursable by Creative. All such costs will be at the Offeror's expense.
8. Responsibility Determination: Award shall only be made to "responsive" subcontractors. To make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
9. Income Tax Law: Per the laws of the Federal Republic of Nigeria, the vendor is responsible for the payment of taxes. Creative will provide a tax receipt once it is received from the Federal Tax Authority (minimum of 3 months). Vendor shall be responsible for providing a tax identification number, along with bank account details, company name, company or corporate registration number, company address, contact number(s).
10. Late Offers: Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late because of circumstances beyond the Offeror's control. Late offers will only be considered at the procurement department's discretion.
11. Modification/Withdrawal of Offers: Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFP closing date.
12. Disposition of Proposals: Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror's proposal, the Offeror must alert Creative and must annotate the material by marking it "Confidential and Proprietary" so that these sections can be treated appropriately.
13. Clarifications and Amendments to the RFP: Any questions regarding this solicitation must be **emailed** to vendors@neri-nigeria.com. No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder. The solicitation number must be stated in the subject line. Responses will be compiled and emailed to the requesting potential Offeror and will be sent to all organizations that requested this RFP or re-posted publicly if offered as a full and open competition.
14. Creative anticipates negotiations to be conducted; however, Creative reserves the right to make an award without discussions. Offerors are strongly recommended to present their best offer.
15. Eligibility of Firms – Source/Origin/Nationality: The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is 935. A full discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

Failure to agree and comply with any of the above specifications may result in the Offeror being considered unresponsive and the proposal may be rejected.

B. Specific Instructions Related to Works under Creative

These Specific Instructions to Offerors **will form** part of the Contract:

16. Workmanship, Quality Control, and Superintendence: in accordance with FAR Clause 52.236-6 "Superintendence by the Contractor" (APR 1984), at all times during performance of the Subcontract and until the Works are completed and accepted, the Offeror shall have on the work site a competent Site Supervisor who is approved and accepted by Creative. The Site Supervisor will have authority to act on behalf of the Offeror.

The Offeror is expected to produce Works which conform in quality and accuracy of detail to the standards, drawings, and specifications detailed herein. The subcontractor shall institute a quality control system and provide, dependent on the project scope and as agreed with Creative, experienced staff such as, but not limited to, managers, engineers, foremen, surveyors, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and execution of the Works at all times. The cost of all supervision and process control, including testing, if required, so carried out by the subcontractor shall be included in the rates tendered for the related items of work.

17. Quality Assurance: Upon award, the Successful Offeror shall institute an appropriate inspection system set forth in the quality assurance plan. The work within this contract shall meet and be constructed in accordance with current USBR design and International Building Codes (IBC). The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the Subcontract. The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspection. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the Creative Project Manager.
18. Environmental Compliance: The successful offeror shall follow the established Environmental Commitment Plan as provided by Creative in order to comply with USAID requirements. The purpose of the ECF is to evaluate environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the ECF, the successful offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. **The ECF form will be signed by contractor at project award.**
19. Additional work: Additional work is not allowed unless there is an express written approval from Creative; if not, the sub-contractor will be responsible for cover all of costs for additional work.

C. Submission of Proposal:

Proposals must be submitted in **two separate e-mails**:

1. E-mail 1 – Technical Proposal
2. E-mail 2 – Cost/Business proposal

Each e-mail should be clearly labeled with the RFP number and project title.

Proposals must be delivered no later than the specified date/time to the address below.

Creative Procurement Department

bids@neri-nigeria.com

Offerors who do not submit their technical and cost proposals separately will be automatically disqualified.

D. Content of Proposal:

The proposal shall be comprised of four sections:

- i. The Cover Letter (Attachment IV)
- ii. Copy of the Offeror's Valid Business license
- iii. The Technical Proposal
- iv. The Cost/Business Proposal

- 1) The Cover Letter: should be on the Offeror's letterhead and **MUST** contain the information requested in Attachment IV.
- 2) Business License
- 3) Technical Proposal:

- a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to perform the statement of work.
 - b. The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is “technically capable” of implementing the activity and should demonstrate the Offeror’s understanding of and capabilities to perform the work, and address the key issues described in the Evaluation Criteria in Attachment III.
 - c. The Technical Proposal should be divided into clearly separate sections **following the same order** of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
- 4) **4) The Cost/Business Proposal:** must be submitted separately from the technical proposal. All cost proposals must be in Nigerian Naira. A completed Bill of Quantity for the work described in the Statement of Work. **Use the unpriced Bill of Quantity budget template provided.**

Failure to comply with any of the above points will result in the Offeror being considered “unresponsive” and the proposal may be rejected.

If an Offeror provides insufficient information in their technical and/or cost proposal, Creative reserves the right to request additional information, or to request a revised proposal from the Offeror, if necessary.

Creative reserves the right to make no award, or multiple awards, under this RFP.

Attachment III: Evaluation Criteria

Basis of Award: The award will be made to the offeror whose offer presents the Best Value: the optimal combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Cost/Business proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will have their Cost/Business Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Cost/Business proposals will not be considered.

1. Technical Competence – presented in the Technical Proposal (100 points)

A. Technical Approach 70 points

Provide a clear, specific and succinct technical proposal that covers both the conceptual and practical approaches of how to achieve the objectives of this project. Specifically, please address the following, **in the order specified below and under clearly identifiable sections / headings:**

Item	Requirement	Points Available
1) Methodology & Work plan	<p>Considering the Scope of Work in Attachment I, please describe in detail the following:</p> <ul style="list-style-type: none"> a) The steps, in chronological order, you will take to implement the work. Make sure to describe any innovative approaches you plan to use and why you have chosen these. Ensure that requirements for water quality testing are clearly addressed and the proposal presents a plan for how WQT will be conducted. Offerors are required to review the Water Quality Requirements attached to this RFP. b) Present a clear work plan in an easily understandable format, indicating how the work will be done within the specified performance period. The work plan should incorporate all parts of the scope of work, and ideally incorporates learnings from the site visit. You should include community engagement and site assessment through to demobilization and submission of final reports. c) Kindly take into consideration the weather conditions. Given that the solicitation process takes minimum of 14days and Creative selection process takes 4-6weeks and the period of performance described in the Statement of Work in Attachment I, the current date and the validity period of your offer, indicate what weather or climate considerations are needed to successfully implement this project and how you will mitigate them: for example, wind storm, risks of rain and flood, low water table etc. <p>Methodologies that indicate more innovative yet realistic ways and timeframes of carrying out the work will be scored more favorably than those that do not consider these factors.</p> <p><i>Please note that this is a critical evaluation criterion. Vendors that omit this section will be automatically disqualified.</i></p>	25 points (10 points for each sub-criterion 'a' & 'b' and 5 points for sub-criterion 'c')
2) Quality Assurance	<p>Present a quality assurance plan, specific to this project. The offeror should also detail their safety plan for the staff mobilized to site and clearly outline their duty of care. Offerors should carefully consider NERI's Health and Safety Plan, which is considered the minimum for on-site safety plans.</p> <p>Greater points will be awarded to plans that more comprehensively assess and assure the quality of the finished product and articulate and plan for reasonable security threats. Generic, standard quality assurance and safety plans will be awarded fewer points.</p>	10 points
3) Coordination plan	<p>Describe clearly the practical steps you will take to ensure the involvement of Local Government Authorities, District heads/local organizations, and other stakeholders in this project. Detail how you plan to engage community members throughout the project to ensure proper maintenance and sustainability of the project.</p> <p>Coordination plans that are more realistic and that achieve the project impact, and local ownership will be evaluated more favorably than those plans that do not take these factors into consideration.</p>	10 points
4) Staffing	<p>Please provide the following, in order:</p> <ul style="list-style-type: none"> a) A description of your staffing plan for this activity and a general overview of the expertise of the individuals included. Please be specific about what personnel will be mobilized to site. b) A list of your proposed staff in the following format: Name: Proposed position on your team: Summary of relevant expertise and experience: c) Please include the CVs of each proposed staff member. <p>Greater points will be awarded for presentation of staff with greater qualifications and experience in managing works similar that stated in this RFP.</p>	15 points (5 points for each sub-criterion 'a', 'b' & 'c')
5) Anticipated use of Local Labor	<p>Use the sheet provided in Attachment VI to identify the total number of local individuals AND worker days to be used on this project.</p> <p>Offers utilizing a greater number of local workers and allocating to them a high number of working days by relying less on machinery for manual tasks (this must be reasonable considering the need to accomplish the scope of work in the designated space of time allotted for the activity) will be evaluated more favorably than those offers that do not take these considerations into account.</p>	10 points
Total		70 points

B. Past Performance and Experience**30 points**

Document and summarize your proven track record of successfully implementing similar activities. Using **Attachment IV “Detailed Project Experience and Performance” format provided below**, please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. You may also include recommendation/appreciation letters and certificates as attachments.

Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP will be scored more favorably than offerors that do not meet these criteria. Please note that Offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal. **Please note that this is a critical evaluation criterion. Vendors that omit this section will be automatically disqualified.**

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFP	(d) Performance period (date, duration and if completed on schedule)	(e) Prime or Subcontractor?	(f) Amount for the activity	(g) Name & Contact Info (E-mail <u>and</u> phone) of client
1							
2							

C. Attachments**Not Scored**

You may include recommendation/appreciation letters and certificates as attachments, or any other documentation you wish to further support your proposal, **stapled/bound separately from the rest of the technical proposal**. Content presented here will not be scored.

2. Cost Reasonableness & Financial Capability – presented in Cost/Business Proposal. Not Scored.

- Complete the unpriced Bill of Quantity (BOQ) included in this solicitation to provide a detailed budget to carry out this work. Creative's review of the BOQ shall determine if the overall costs proposed are realistic for the work to be performed, reflect a correct understanding of the project requirements, and are consistent with the Offeror's Technical Proposal. Creative will also review individual line items and determine if they are allowable, allocable and reasonable.
- Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.

Offerors that do not provide the above-required items as part of their Cost/Business proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, unallocable or unreasonable items and costs, in the reviewer's evaluation, will be considered unresponsive and may be disqualified from further consideration.

Best value determination for award

Creative will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques. Creative will consider and conduct an evaluation based on both technical capacity and cost. The relative importance of these two factors will vary depending on the nature of the activity. Creative may also award to a firm other than the highest technically rated Offeror or the lowest price Offeror, in accordance with FAR 15.101-1.

Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror's technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.

**ATTACHMENT IV: FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON BIDDING
ORGANIZATION'S LETTERHEAD**

City, Country
<Date>

To: Creative Procurement Team

Dear Sir / Madam:

We, the undersigned, offer to undertake the **[Insert RFP No]. [Insert project title]**, in accordance with your Request for Proposal dated **[Insert MM/DD/YYYY]** and our Technical and Cost/Business Proposal submitted herein.

Our organization's details are as follows:

- i. Company's Name
- ii. Company's Address
- iii. Name of Company's authorized representative:
- iv. Telephone #/Cellular Phone #, Email address:
- v. Validity Period of Proposal
- vi. A valid Business License

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand you are not bound to accept this or any Proposal you receive.

We also certify that our organization:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record;
- (d) has a satisfactory record of integrity and business ethics;
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (g) is willing to provide a performance bond/security to the value of ten percent of the award amount which would be in form of a manager's cheque or bank draft in favour of Creative Associates International Inc. as guarantee of our commitment towards successful completion of award.

Sincerely,

Authorized Signature:

Name and Title of Signatory:

Date:

ATTACHMENT V: ANTICIPATED USE OF LOCAL LABOR

Complete the table and provide a description of the plan for anticipated use of **local** labor below.

Type of Local Laborer	Total Number of Local (Males)	Total Number of Local (Females)	Total Worker-Days (Total Working Days)
SKILLED			
UNSKILLED			
TOTAL LOCAL LABOR			

Description for anticipated use of local labor on this project:

From where will the workers be hired?

ATTACHMENT VI: DETAILED PROJECT EXPERIENCE AND PERFORMANCE

Provide here a detailed description of the **THREE most relevant** projects listed in Past Performance table.

Project 1

Project Name	
Description of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee...etc.)	
Quality Assured Contract (Yes/No)	
List Quality/Environmental Standards according to Nigerian Environmental Law	
Contract Awarded Value and Final Cost	
Start Date – End Date	
Contract Actual Commencing Date	
Contract Period (No. Of Weeks)	
Actual Date of Completion	
Applicant Performance Report Available (Yes/No)	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion/ Certificate of Completion	

Project 2

Project Name	
Description of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee...etc.)	
Quality Assured Contract (Yes/No)	
List Quality/Environmental Standards according to Nigerian Environmental Law	
Contract Awarded Value and Final Cost	
Start Date – End Date	
Contract Actual Commencing Date	
Contract Period (No. Of Weeks)	
Actual Date of Completion	
Applicant Performance Report Available (Yes/No)	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion/ Certificate of Completion	

Project 3

Project Name	
Description of Work/Location	
Client	
Reference Name: Email: Telephone:	
Type of Contract (e.g. fixed price, time-and-materials, cost plus fixed fee...etc.)	
Quality Assured Contract (Yes/No)	
List Quality/Environmental Standards according to Nigerian Environmental Law	
Contract Awarded Value and Final Cost	
Start Date – End Date	
Contract Actual Commencing Date	
Contract Period (No. Of Weeks)	
Actual Date of Completion	
Applicant Performance Report Available (Yes/No)	
Delays – External Factors (Working Days)	
Delays – Internal Factors (Working Days)	
Final Completion/ Certificate of Completion	

Copies of the Offeror's Certificates of Final Completion must be attached for each of the projects mentioned above. Should copies of these certificates not be available, Offeror must submit at least one of the following:

- Copy of final payment verifying retention amount was fully paid.
- Contractor Performance Report
- Copy of award letter in the event if the project is currently being implemented

ATTACHMENT VII: TECHINICAL SPECIFICATIONS FOR NERI WORKS PROJECTS

These specifications cover the **minimum** standards of workmanship and materials required by this solicitation. All work shall be carried out with the approval of the Creative designated engineer. Any items that do not meet the requirements of these specifications shall be repaired or demolished and re-installed at the Subcontractor's expenses. The Subcontractor shall be liable for any delays caused as a result of repairing or demolishing defective work.

Any items of work not described in these Specifications but forming part of the work shall meet the internationally applied standards of workmanship and materials. Any clauses, which relate to items of work not covered in the Contract, shall be deemed not to apply.

The technical specifications for the construction activities are as follows:

Record Keeping:

- The Subcontractor is required to keep daily records of all work. The Subcontractor will keep all the information drawings, forms and maps supplied by the project at the site all time.

Local labor:

- The Subcontractor shall be expected to utilize and train local labor from the area and provide job opportunities to local community members to the maximum limit.

Work site:

- Subcontractor shall ensure that all work is done in an efficient manner at all times and will maintain the site in a safe, secure and clean manner at all times.
- Subcontractor shall repair any damage caused by equipment in a timely manner at no additional expense. Extra construction materials in work area and adjacent playground should be cleared regularly each day.
- All activities associated with debris removal shall be performed during daytime. The Subcontractor shall work six (6) days per week, excluding public holidays.
- Subcontractor shall not move from one designated work area to another site without NERI concurrence.
- Subcontractor shall confine all operations (including storage of materials) only to those worksite areas which is certified or approved by the NERI Engineer.
- Subcontractor shall preserve and protect all structures, equipment, and vegetation on or adjacent to the work site.

Site Preparation:

- All roots, stumps, surface objects and other protruding obstructions should be removed from the job site.
- The site needs to be clean and free of large gravel, debris and organic materials prior to starting earthwork.

Temporary Protection:

- All trenches, benchmarks, survey control points, existing structure, landscaping materials, walls, newly lay concrete and other work requiring protection from weather or a dental injury shall be protected by means of protection tape or in other way so as to keep the work protected from damage.

Storage:

- Aggregate materials should be stored where they will remain clean, dry, and separated from other materials. If the aggregates become wet, the Subcontractor should use less water when mixing.
- Water shall be obtained from the municipal main tank or well water. Storage accommodation for the water shall be of sufficient size and as directed by the Engineer. The Subcontractor shall make arrangements for supply and storage of water and as directed by the Engineer.
- Safe, dry, and proper storage shall be provided for all materials, particularly cement.
- Cement should be stored off the ground in a well-aired, clean and dry place.
- The Subcontractor shall wrap the cement bags in plastic sheets to give extra protection.
- Cement shall be stored in bags these shall be raised 30 cm above the ground and stacked in rows of 10 bags high, 60 cm clear from the walls, in dry place such that it will be efficiently protected from moisture and contamination, and that the consignments can be used up in the order in which they are received. No cement which has become damaged shall be used in the work but shall be immediately removed from the work and replaced. Cement shall be delivered on the site in bags with an unbroken seal fixed by the makers and plainly marked with the name of brand and the manufacturer.

Excavation:

- Foundation trenches should be excavated to the exact lengths, widths and depths as shown in the technical drawings to minimize backfilling.
- The bottom of foundations trenches must be leveled, and the side of trenches should be even.
- The bottom level of excavation for the drain shall have proper longitudinal slope according to the technical drawings so that the water can flow easily.
- All roots and any other organic compositions in and around the foundation which will have a destructive effect on the strength and stability of the foundation must be cut and transported to a location designated by the NERI engineer before the start of construction work.
- Excavation for buildings shall include basements, site improvements, and utilities. For basements, the Subcontractor should conduct stepped excavation in accordance with drawings and structural plans. Where loose soils are encountered, the Subcontractor shall use appropriate bracing to prevent soil collapse.

- The Subcontractor shall excavate rocks without blasting unless prior written authorization is obtained from the NERI engineer.
- The gradient of drains will be 1m to 2m per 1 kilo meter linear length of drain.
- The Subcontractor shall dispose of surplus excavated materials in accordance with local law, and with the environmental compliance plan provided by NERI.
- All suitable materials removed from the excavation shall be used for filling purposes whenever possible, rather than being disposed of.

Backfilling and Compaction:

- All backfill material shall be approved in advance by the NERI engineer, and shall be free of vegetation, organic material, mud, refuse, rock, stones of over 15 cm in diameter, and other materials which are unsuitable.
- Backfilling should be done in layers 15cm thick, and shall be compacted at its optimum moisture content, well-watered and compacted.
- The moisture content of the soil shall be carefully controlled either by natural drying or wetting with a fine spray.
- The Subcontractor shall compact the backfill to 95 percent of maximum density under structures, building slabs, steps, pavements, sloped ramps, walkways, and layers of road (sub-grade, sub-base, and base-course).
- The fill shall be placed against a structure and shall not contain particles exceeding 50 mm in size unless otherwise specified or approved in advance by the NERI engineer.
- Backfill of drainage trenches shall be composed of sand around pipe work, and general backfill of crushed stones. Well compacted sand and compacted selected excavated material shall be used under slabs, pavements, and other improvements as shown in the technical drawings for the activity.
- The Subcontractor shall not backfill over porous, wet, or spongy sub-grade surfaces.
- The Subcontractor shall provide all necessary finish grading over the entire site, sloped away from the buildings.
- The Subcontractor shall provide all necessary finish grading over the entire site, sloped away from the buildings.

Materials:

- **General:** All material, equipment and fabricated components installed in the activity shall be new and free of defect. The Subcontractor shall maintain all equipment and tools in a practicable and good condition. All the work will be executed in a safe manner to avoid casualties and other dent.
- **Cement Type:** Cement shall be ordinary Portland cement, Type I or equivalent. Cement shall conform to the requirements of ASTM C 150 (AASHTO M 85). Cement quality shall be approved in advance by the NERI engineer. The Subcontractor shall provide dry, well ventilated weather and water proof sheds of capacity sufficient to store cement. Cement is generally tested before use. The tests are a) Fineness, b) Setting Time and c) Compressive Test
- **Aggregates:** Aggregates shall be composed of clean crushed rock and natural sand. A mix of these materials shall be approved in advance by the NERI engineer prior to the placing of a permanent concrete works. Rock for crushing shall consist of fragments or particles of approved naturally occurring stone which are sound, hard, durable, clean and free from clay or other adherent coatings and which shall show no evidence of disintegration or decomposition. Under no circumstances shall naturally occurring boulder, shattered rock or weathered rock be used. Rock which forms flat or flaky particles when crushed or which contains excessive quantities of mica or laminated materials shall not be used. The rock shall be free from all chemical substances likely to react in a harmful manner with other constituents of the concrete. Rock shall be crushed, screened to sizes and, if so required, thoroughly washed using efficient plant methods as approved in advance by the NERI engineer. The maximum size of course aggregates shall be 2.5 centimeters.
- **Sand:** Sand shall be washed to remove traces of salt or other impurities and shall be formed of sound, clean and durable particles, free from hollow shells, discoloration, clay, silt, organic impurities or other deleterious substances.
- **Water:** Water used in concrete production must be clean, potable water free from sulfides, oil, waste, acid or organic and the salt content of water must not exceed 0.5%. Water shall be obtained from the municipal main tank or well water. Storage accommodation for the water shall be of sufficient size and as directed by the CREATIVE engineer. The Subcontractor shall make arrangements for supply and storage of water.
- **Steel Bars:** All reinforcing steel bars shall be deformed billet steel and shall meet the requirements of Grade 420 Mpa.

Concrete grades:

- The grade of concrete and maximum size of aggregate shall be as stated on the technical drawings provided by the CREATIVE engineer. The following table shows the concrete grades required, together with limitations on the mix design parameters for durability.

Concrete grades and limitations on the mix design parameters for durability						
Concrete grade	Maximum nominal size of aggregate (mm)	Maximum free water/ cement1 ratio	Cement1 content		Exposure limit	Typical use
			Min. kg/m3	Max. kg/m3		
C15	20	0.70	220	400	Mild	Blinding
C20	40	0.60	220	400	Moderate	Mass/plum
C25	20	0.65	250	425	Mild	Internal RC
	40	0.65	240	425		
C30	20	0.55	300	500	Moderate	Base slabs, building walls
	40	0.55	270	500		

Portland Cement Concrete (PCC) work:

- The PCC shall be composed of ordinary Portland Cement Concrete (PCC), crushed well graded coarse and fine gravel (with a maximum size not larger than 19 mm), and washed out sand. The concrete ingredients shall be mixed adequately such that the ingredients distribute evenly, and the mix consistency looks uniformly.
- All PCC works must be in the proportion as shown on the technical drawings. If not specified on the drawings, the mix ratio shall be 1:2:4.
- PCC work must be kept moist at least for 14 days and should be protected from freezing and other weathering effects
- Sand and gravel for concrete shall be clean, hard, durable, angular and sharp. It shall not have more than 5% clay and silt.
- PCC shall be free from lumps and admixtures.
- Materials of concrete shall be measured by a measuring box. In the absence of concrete mixer, ingredients must be first dry mixed and then water added slowly, gradually and mixed thoroughly.

Reinforced Cement Concrete (RCC) work:

- The work shown in this section consists of the construction of all concrete structures and requirements for concrete mixes and testing of concrete mixes. This work shall include, but not be limited to the construction of footings, floor slabs, columns, roof slabs, parapets and culverts.
- Concrete structures shall be constructed in accordance with these specifications, and in conformity with the lines, grades, dimensions, and notes shown on the technical drawings.
- Bars to be used in reinforced concrete structures shall be grade 28 mild steel, with minimum 10% elongation.
- The surface of the reinforcement bars shall be cleaned before placing, to remove any loose, flaky crust, mill scale, oil, grease, or other undesirable coatings or foreign substances. After placement, the reinforcement shall be maintained in a clean and serviceable condition until it is completely embedded within the concrete.
- Reinforcement shall be cut and bent in compliance with the requirements of the design shown on the technical drawing sheets. Bars shall not be bent or straightened in a manner that will injure or weaken the material. Bars with kinks, cracks, or improper bends will be rejected by the CREATIVE engineer.
- The Subcontractor shall notify the CREATIVE engineer to inspect and check reinforcements in place upon finishing of reinforce bars placement. The Subcontractor shall not be permitted to pour concrete before of checking the reinforcement by engineer.
- To maintain the protective cover for reinforcement, bars shall always be set on chairs – with wire spiders or napkin caddies that keep rebar from touching the underneath shuttering.
- The minimum overlap for foundation reinforcement should be no less than 40d (forty times of diameter of the steel bars).
- The minimum overlap for slabs, beams, and columns reinforcement should be no less than 25d + 15cm.
- The shuttering shall be either of hard wood board of thickness not less than 18mm proper or steel plate. It shall not have orifices other deficiencies.
- The Subcontractor shall not use weak formwork that causes bulges, gaps or holes in the poured concrete.
- The face of forms that are to come in contact with concrete must be properly oiled before of concrete pouring.
- Sand and gravel for concrete shall be clean, hard, durable, angular and sharp. It shall not have more than 5% clay and silt.
- PCC shall be free from lumps and mixtures.
- Concrete and mortar materials shall be measured by measuring box, and in the absence of concrete mixer ingredients must be first dry mixed and then water be added slowly and gradually and mixed thoroughly.
- RCC work must be kept moist at least for 14 days and be protected from freezing and other weathering effects.

Plastering:

- Prior to start plastering job on brick masonry walls, all joints shall be raked out to a depth of 15 mm and the surface of the wall be washed and kept wet for one days before plastering.
- The ratio of the plastering mixture shall be 1:5.
- The materials of mortar for plastering, cement, sand or in some cases lime should be of standard specification.
- Materials for mortar shall be measured by measuring box, and first be dry mixed. Then water must be added slowly and gradually and mixed thoroughly.
- The first coat shall be dashed and pressed over the surface of the washed and raked joint's wall and then brought to a true smooth and uniform surface by means of float and trowel.
- The work shall be tested frequently with a straight edge and plumb bob.
- At the end of the day, plaster shall be closed on the body of the wall and be at least 15 cm away from any corners. It shall also be left cut clean to line. When the next day's plastering is started, the edge of the old work shall be scraped, cleaned and wetted with cement slurry.
- Curing shall be started as soon as the plaster has hardened sufficiently to not be damaged through watering. It shall be kept wet for at least 10 days.
- The proportion of the ix shall be in accordance with specifications provided in the technical drawings.

Painting:

- Ready-made lead-free paint of a reliable brand shall be used for all oil paintings and plastic painting works. If thinning is required, pure turpentine may be added to the required extent.
- The surface to be painted shall be made perfectly smooth by rubbing with sandpaper with different grades, first with coarse, and then with fine sandpaper.

- All cracks, holes, and open joints should be filled with strong putty or other proper filler and smoothed by rubbing with sandpaper.
- When painting new structures, first one prime coat and then two other coats shall be applied. Each coat shall be perfectly dry before the next is applied. Before applying the second coat, the surface shall be rubbed with no.10 sandpaper to give smooth and glazed surface.
- When painting structures that have been painted before, all old paint shall be removed by washing with soda water or by using any other suitable remover. In no case sandpaper or other dust producing means shall be used to remove old paint. After removing old paint, the surface must be dried and rubbed with sandpaper and smoothed before new paint is applied
- In steel and iron works, all rust, scales, oil, grease, dirt, and supplier delivery marks shall be perfectly removed by scraping and brushing.
- All structural steel works shall be painted with red lead-free primers before erection except the surface which will be in contact with concrete.
- The timber shall be of the best quality, well-seasoned and free from saps, knots, warps, and crakes other defects. All wood works shall be planed and finished to the exact dimensions. All joints shall be neat and strong, toughly and accurately fitted and coated with white led before being fitted to gather.
- All portions of timber built into, or in contact with, stone masonry or concrete, shall be given two coats of tar or other approved preservations. Exposed surfaces of timber shall be painted with two coats approved pain over a coat of primer.

Electrical Works

- Installation of electrical services shall be undertaken in a safe, simple, systematic and orderly fashion, with attention to labeling of circuits, color codes and numbering of cables so that the completed installation can be effectively maintained by personnel with nominal understanding of electrical engineering. The location of conduits, fixtures, switches, outlets, distribution boards, and other electrical equipment and appliances shall generally be in accordance with the technical drawings, and in specific accordance with the mounting heights and location details in those drawings.

Site Cleaning:

- On completion, all works must be cleaned down, rubbish removed, and the works and land cleared of rubbish, surplus materials, debris and other accumulations and everything left in a clean and orderly condition by the implementer.

Miscellaneous:

- Construction joints shall be 20m, and all joints shall be filled with a mix of bitumen, stone dust, and sand.
- The canal slope should be well adjusted (velocity should be permissible).
- All canal beds should be well watered and compacted using hand compactors.
- Gravel should be well watered and compacted, with a hand compactor to be on filling material.
- Main metallic doors/school gates, or other similar items should be made from iron sheets (33KG) and iron frames (40*80, 24KG), including 3 coats of oil painting, and other related items.
- The strength of concrete depends on water to cement ratio. The water content ratio is calculated on the basis of the weight of the water and cement. The amount of water in concrete will be such that the fresh concrete will be workable, and the as hardened concrete will have enough strength to withstand desired loads. Excess water decreases the strength of concrete. One bag of cement is roughly equal to 50 Kg. If the water cement ratio is 0.5, then water will be $0.5 \times 50\text{Kg} = 25\text{kg} = 25\text{Liters}$.
- 30 bags of cement = 1 cubic meter of cement

Note: These specifications are developed from and in compliance with Nigerian Building Regulations design, International Building Codes (IBC) and construction manuals.

Attachment VIII: Prime Contract Flow Down Clauses

Work performed, or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the Contract recipient of the Agreement resulting from this award.

Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses

The following FAR Clauses are applicable to this specific subcontract, incorporated here by reference.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JULY 2013
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JULY 2013
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215-14	52.215-14 INTEGRITY OF UNIT PRICES OCT 2010	OCT 2010
52.215-15	52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS OCT 2010	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.216-8	FIXED-FEE	JUN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	JULY 2012
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA---GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JULY 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COSTS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I	FEB 2002 JULY 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	JULY 2013
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	ROTEST AFTER AWARD ALTERNATE I	JUN 1985 AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001

52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II	APR 1984 AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JULY 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS GOVERNMENT (SERVICES) (SHORT FORM)	FEB 2006
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

Restriction on Certain Foreign Purchases (June 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(a) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

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Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in appendix B, for:

- (i) Itself, if it is a non-U.S. entity;
- (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
- (iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity: means (1) any non-US citizen or non-permanent legal resident of the United States;

or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publicly- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

- (i) Once a year; or
- (ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of Provision)