



REQUEST FOR PROPOSALS (RFP)

To: Offerors
From: Creative Associates International, Inc.
Subject: Request for Proposal (RFP) No. RFP-NLCB097-19-06-431
Subproject #: Request for Proposal for Renovation of Police Quarters in Kanamma
Performance Period: Twenty-three (23) weeks from receiving award
RFP Issue Date: 18 June 2019
RFP Closing Date: 02 July 2019
RFP Closing Time: 4:00 PM – Local Time Abuja, Nigeria
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 Renovation of Police Quarters in Kanamma 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 a single firm **fixed price purchase order**.

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. Offerors are advised and highly recommended to visit the site to carry out due diligence before submitting cost quotation. Creative will schedule a site visit on 25 JUN at 10:00 AM in Kanama; all interested Contractors are highly encouraged to attend.

All questions must 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 & Safety Plan, Storm Water Pollution Prevention Plan, Water Quality Requirements |

Attachment I: Statement of Work for NLCB097 – Renovation of Police Quarters in Kanamma

Summary:

The aim of this activity is to assist the Yunusari LGA with the renovation of police quarters in Kanamma to facilitate the return of civil and governmental authorities in the community.

Renovation works shall include but not limited to careful demolition of existing roof structures and members, removal of existing damaged doors and windows, buildup of the damaged block work, installation of roofing carcassing and sheets, installation of doors and windows, installation of tiles and terrazzo, plastering, painting, ceiling board installations, electrical wiring and fittings and any other renovation work as required.

General Requirements:

Interested bidders must be licensed building or civil engineering firms registered to work in Nigeria. Interested bidders must have demonstrated experience in ongoing or recently completed in northeast Nigeria or the region.

The selected implementer must possess strong technical knowledge of materials, methods, and the tools involved in the construction or repair of houses, 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 and must carry out 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 that at the completion of the activity, there is 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 selected 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 the renovation of the public community structures in Kanamma community, Yunusari LGA, Yobe State to make it fully functional.

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 the structure should be provided separately. An unpriced BOQ has been attached to provide guidance.

The date for the site assessment for the structures is **25th June 2019 by 10am** prompt at the location in Kanamma. Bidders are to convene at the Police Quarters, Yunusari LGA.

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 and instrument, equipment and all building and installation materials for the project, including but not limited to measuring tools, reinforcements, sandcrete blocks, Portland cement, tiles (wall and floor), terrazzo, roofing sheets, ceiling boards (Brazilian), aggregates (coarse and fine), water supply, ridge cap, eaves angle, electrical and plumbing materials, paint (for the structure, fascia and metal works), doors and windows and other building materials as may be required. 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. Contractor will perform renovation work in line with the following activities:

- Carefully remove the existing damaged roof structures except metal trusses and cart away debris to safe location offsite.
- Contractor shall remove all damaged floor areas in the structures and screed floor before installing tiles and terrazzo as directed by Creative Engineer on the project site.
- Carefully remove affected areas on rendered internal and external walls including fence.
- Carefully remove existing damaged windows and window sets.
- Mend all cracks and holes in the structures (inclusive of the fence) using mortar, concrete and cement grout.
- Cast in-situ concrete in head course of the structures with reinforcement properly placed on the formwork.
- Plaster all wall surfaces (inclusive of fence) smoothly in preparation to receive painting. Plaster and render both internal and external wall surfaces of block work, with sand/cement mix of 1:5 of the structure as required. All plaster and screeding works shall be smooth and regular while all angles and edges are well dressed, straight and chamfered.
- Install the roof structure to specification and Engineer's instruction. Place the roof carcassing for all structures using termite treated hardwood timber. The roof carcassing must be further supported and held in place using roof tie rods. Place aluminum roofing sheet, long of 0.55mm gauge with accessories in all structures in accordance with manufacturer's instruction (the color must be approved by the grantee)
- Treat structure for termite infestation as required, ensure standard protective measures are taken to prevent future occurrences.
- Install electrical piping, fittings and fixtures to specification and Engineer's instruction.
- Install mechanical piping, fittings and fixtures to specification and engineer's instruction.
- Install ceiling boards (Brazilian).
- Install doors, windows and burglar-proof window bars according to specifications.
- Supply and install approved quality and design 3000 x 2000mm entrance gate include cutting and pinning lugs to block work or concrete bedding and pointing frame in cement mortar (1:5) in the fence as directed.
- Screed the floor in preparation to receive terrazzo and floor tiles.
- Lay floor tiles according to specification and Engineer's instruction.
- Install terrazzo floor 1200 x 1200mm divided with ebonite stripes, washed and polished, properly and neatly done to specification as directed by NLCB Engineer.
- Complete all remaining screeding/plastering works to an acceptable smooth finish and painting all required interior and exterior surfaces inclusive of fence using required paint to approved quality and color using tex-cote paint. Apply 3 coats of paints on all internal and external wall surfaces and ceilings according to specification and Engineer's instruction.
- Testing of electrical installations, fixtures and fittings.
- Testing of mechanical installations, fixtures and fittings.
- Clean the project site and disposal of construction waste offsite.
- Project completion certification and handover.

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 shall make use of minimum Y16 main reinforcement bar in beams.
- 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.
- Re-grout all defected walls and concrete elements using grade (G15) concrete including all beams and columns.
- Rebuild all the damaged walls. Block work shall be done in neat jointing and vertically align at level with a spirit level.
- Grout doors and windows frame areas after installation with rich mortar (1:5 mix ratio) and dress neatly as appropriate.
- Install prefabricated burglar-proof bars to all the windows.

- All plaster shall be smooth and regular while all angles and edges are to be well dressed, straight and chamfered.
- Contractor shall ensure that the concrete elements (beams) shall be adequately cured before removal of shutters or formwork. Also, all plastering, and screeding work must be cured for a minimum of three days.
- Cast the wall/fence capping to specification as directed by engineer
- Supply and fix Angle Iron (Y-section) on fence to receive special concertina razor wire with concrete mix of 1:4 as directed by NLCB Engineer.

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 use care in the demolition and clearing of existing damaged roof and its members and rebuild them.
- All sub-structural supports such as purlins, kingposts, tie beams and facial boards shall be inspected for structural integrity, checked against visible signs of dry and wet rot and termite infestation.
- Carefully remove and replace damaged roof carcasses except the metal trusses using sound timber members treated with approved wood preservatives and preservation against termite.
- Contractor must carefully prepare formworks to receive roof beams.
- Roofing nails and screws removed shall not be reused and shall be disposed of properly to ensure the safety of workers and visiting stakeholders.
- Place Aluminum roofing sheet long span of gauge 0.55mm Gauge in accordance with manufacturer's instruction (color to be approved by grantee)
- Contractor shall ensure that the roof system drains water properly to ensure there are no leaks.
- Carefully remove and install damaged suspended ceiling boards to specification.
- Contractor must carefully prepare formworks to receive wall/fence capping.

Painting/Finishing

- Prepare wall surfaces, fascia boards and all other structural member as required for painting after completion of other associated project tasks
- Clean all wall surfaces, removing dust, spider webs, etc.
- Protect all floor finishes, electrical fixtures or fitting with drop-cloths or tarps to prevent damage.
- All surfaces are to be sandpapered and re-primed prior to receiving final painting coat.
- Apply a 3-coats of paint of approved color on walls. Paint siding, trim, soffits, fascia, using oil-based gloss paint.
- All paints applied are to be lead-free and preapproved by NLCB engineer.
- Contractor must ensure paint is not over diluted, and consistency is to be confirmed by the Creative representative on the project site.
- Contractor shall make use of Tex-cote paint of approved color to all wall surfaces of the structures including the fence.

Note: Contractor will be required to repaint any surfaces that does not have a uniform finish

Electrical Work

- Carefully install all electrical fittings including wiring and cables, switches, sockets and outlets.
 - Install new lighting fixtures in the internal and external walls of the building and fence.
 - Install new distribution boards. The primary distribution board must be fitted with an Earth Leak Circuit Breaker (ELCB) rated for the load.
- Note: Contractor to indicate model and rating 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.**
- Contractor shall install new light bulbs with energy saving compact LED light bulbs for wall bracket fixtures. Contractor will purchase and install appropriately sized LED lights in the entire structure and strategically on the fence to provide illumination for the entire project site.
 - Test all electrical installations and fittings

Plumbing Work

- Install all required plumbing fittings and piping in bathrooms.
- Procure and install all bathroom fixtures complete as required.
- Test all plumbing installations

External Works

- Renovate and build damaged soak away, inspection chambers and septic tank to specification.

Safety

- Safety is the highest priority on this contract. Contractor shall ensure an on-site engineer at all times to provide a close monitoring of all the implementation activities and keep the worksite clean.
- Contractor shall provide and enforce use 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 Kanamma, Yunusari LGA, Yobe State with the following coordinates:

Latitude: N 13.0965533

Longitude: E 12.10318083333

Period of Performance:

Creative anticipates a period of performance of 23 weeks.

Deliverables and Price Schedule:

| | Milestone's Description and Required Documentation | Payment Amount | Completion Dates |
|-------------|--|-----------------------|-------------------------|
| Milestone 1 | <ul style="list-style-type: none">• Following kick-off meeting, Contractor to submit activity work plan for Creative approval.• Mobilization of all equipment and staff to the project site.• Removal of debris, waste and vegetations in construction area.• Erect barricade around construction area to limit access to site, restrict visibility and ensure that only authorized personnel with PPEs are allowed access.• Delivery of required construction materials.• Removal of roofing sheets, roofing carcasses (except the metal trusses) and ceiling boards from the structure.• Removal of damaged floor, screeding of floor and installation of tiles and terrazzo as directed by Creative.• Removal of damaged areas on internal and external walls of structures inclusive of fence in staff quarters.• Removal of damaged windows and window sets.• Submit progress report (weeks 1-3) including a summary of activity progress with photographs showing work completed.• Carry out Project site walk through with the NLCB Engineering team• Address all highlighted defects and fix as required. | 20% | End of Contract Week 3 |
| Milestone 2 | <ul style="list-style-type: none">• Cast in-situ concrete in head course of structures with reinforcement properly placed on formwork.• Mend all cracks and holes in structures inclusive of fence using mortar, concrete and cement grout.• Install roof structures to specification and Creative Engineer's instruction. Place roof carcassing for structures using termite-treated hardwood timber. Roof carcassing shall be further supported and secured using roof tie rods. Place aluminum roofing sheet, long of 0.55mm gauge with accessories in structures in accordance with manufacturer's instruction• Install new ceiling board (Brazilian type) in structures.• Cast in-situ 50mm thick concrete capping over the fence in staff quarters.• Supply and fix Angle Iron (Y-section) on fence to receive special concertina razor wire with concrete mix of 1:4 in staff quarters as directed by Creative.• Treat structures for termite infestation as required, ensure standard protective measures are taken to prevent future occurrences. | 30% | End of Contract Week 9 |

| | | | |
|-------------|--|-----|-------------------------|
| | <ul style="list-style-type: none"> • Submit progress report (weeks 4-9) including a summary of activity progress. Report will include site photographs and report(s) from bi-weekly project coordination meetings. • Carry out Project site walk through with the NLCB Engineering team. • Address all highlighted defects, fix and complete any other outstanding renovation work. | | |
| Milestone 3 | <ul style="list-style-type: none"> • Install doors, windows and burglar-proof bars in structures according to specifications. • Grout doors and windows frame areas after installation with rich mortar (1:5 mix ratio) and dress neatly as appropriate. • Install mechanical piping, fittings and fixtures to specification and according to Creative engineer instruction. • Carry out and complete installation of electrical piping in structures to include fence wall, first fix. • Screed the floor of all the structures in preparation of floor tiles and terrazzo. • Evacuate and construct the damaged soak away, septic tank and inspection chambers as directed by the Creative Engineer. • Supply and install approved quality and design 3000 x 2000mm entrance gate include cutting and pinning lugs to block work or concrete bedding and pointing frame in cement mortar (1:5) in the fence as directed. • Submit progress report (weeks 10-15) including a summary of activity progress. Report will include site photographs and report(s) from bi-weekly project coordination meetings. • Carry out Project site walk through with the NERI Engineering team • Address all highlighted defects, fix and complete any other outstanding renovation work. | 20% | End of Contract Week 15 |
| Milestone 4 | <ul style="list-style-type: none"> • Plaster all wall surfaces (inclusive of fence) smoothly in preparation to receive painting. Plaster and render both internal and external wall surfaces of block work, with sand/cement mix of 1:5 of the structure as required. All plaster and screeding works shall be smooth and regular while all angles and edges are well dressed, straight and chamfered. • Floor tiling of the floor area to specification. • Wall tiling of the toilets and kitchen wall area from floor to ceiling level. • Install terrazzo floor 1200 x 1200mm divided with ebonite stripes, washed and polished, properly and neatly done to specification as directed by Creative Engineer. • Complete all remaining screeding/plastering works to an acceptable smooth finish and painting all required interior and exterior surfaces of all the structures and fence using required paint to approved quality and color using tex-cote paint. Apply 3 coats of paint on all internal and external wall surfaces and ceilings according to specification and Creative Engineer's instruction. • Installation of sanitary wares. • Testing of electrical installations, fixtures and fittings. • Testing of the mechanical installations, fittings and fixtures. • Carry out the cleaning of the structures, site clearing and cleaning and disposal of construction waste offsite. Carry out Project site walk through with the NLCB Engineering team • Address all highlighted defects, fix and complete any other outstanding renovation work. • Submits final report, (weeks 16-19) which will include the final engineering as-built drawings as well as photos of the completion work. | 20% | End of Contract Week 19 |
| Milestone 5 | <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 23 |

Attachment II: Instructions to Offerors

A. General Instructions

These Instructions to Offerors will not form part of the offer or 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 the English language. All proposals shall 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 shall 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 Nigerian Naira as per requirement of local Law.
4. The Offeror must state in the Proposal the validity period of their offer. The minimum offer acceptance 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 not to make an 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 CAC license.
7. No costs incurred by the Offerors in preparing and submitting the 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 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. Offerors have the right to withdraw their offer at any time.
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 **within three days** of issuance of the RFP. No questions/clarifications will be entertained if they are received by another means. The solicitation number should be stated in the subject. Responses will be compiled and emailed to the requesting potential Offeror and will be sent to all organizations that request RFP or re-posted publicly if offered as a full and open competition.
14. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. It is strongly recommended that Offerors 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.
16. Performance Bond/Security: Successful bidder would be required to provide a performance bond/security to the value of ten percent (10%) 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 its commitment towards successful completion of award. Upon satisfactory completion of the award, the bond would be returned to the vendor.
17. Critical Evaluation Criteria: Vendors must include sections that address any evaluation criteria marked as Critical Evaluation Criteria. Proposals that omit these sections will be automatically disqualified.

B. Specific Instructions Related to Works under Creative

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

18. 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.

19. 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 Creative.
20. 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.**
21. Additional work: Additional work is not allowed unless have there is an express written approval from Creative; if not, the sub-contractor will be responsible for cover all of costs for additional work.

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

C. Submission of Proposal:

Proposals must be submitted in **two separate files and emailed to BIDS@NERI-NIGERIA.COM**. Proposals must be delivered no later than the specified date/time to the email address below. **Only E-mail submissions will be accepted for this the RFP.**

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 CAC 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) CAC License
- 3) Technical Proposal:
 - a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out 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 carry out 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.
 - d. **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**
- 4) The Cost/Business Proposal: must be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP. **All cost proposals must in local currency (Naira)**. The Cost/Business proposal must include the completed Bill of Quantity for the work described in the Statement of Work. **Use the unpriced Bill of Quantity budget template provided.**

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 | Maximum Length | Points Available |
|-----------------------------------|--|---|---|
| 1) Methodology & Work plan | <p>Considering the Statement of Work in Attachment I, describe in detail the following:</p> <p>a) The steps, in chronological order, that you will take to implement the work. Make sure to describe any innovative approaches you plan to use and why you have chosen these.</p> <p>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.</p> <p>c) Consider the weather conditions that will be on site. Creative anticipates making this award in 120 days; indicate what weather or climate considerations will be on site and what is needed to successfully mitigate them: for example, wind storm, risks of rain and flood, low water table etc.</p> <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. <i>Please note that this is a critical evaluation criterion. Vendors that omit this section will be automatically disqualified.</i></p> | 3 pages | 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 thereby assure the quality of the finished product and articulate and plan for reasonable security threats. Generic, standard quality assurance plan, and safety plan will be awarded fewer points.</p> | 1 page | 10 points |
| 3) Coordination plan | <p>Describe clearly the practical steps you will take to involve 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> | 1 page | 10 points |
| 4) Staffing | <p>Please provide the following, in order:</p> <p>a) A description of your staffing plan for this activity and a general overview of the expertise of the individuals included. Be specific about what personnel will be mobilized to site.</p> <p>b) A list of your proposed staff including Name, Proposed position on team, and Summary of relevant expertise and experience:</p> <p>c) Please include the CVs of each proposed staff member.</p> <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> | 2 pages for 'a' & 'b' and 1 page per CV | 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> | 1 page | 10 points |
| Total | | 20 pages | 70 points |

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

Document and summarize your proven track record of successfully implementing similar activities. Using the **exact table provided in Attachment VI: Detailed Project Experience and Performance 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 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |

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, **separately from the rest of the technical proposal**. Content presented here will not be scored.

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

Complete the unpriced Bill of Quantity (BOQ) included in this solicitation. 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.

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 Provided on 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 | |

Attachment VII: Technical Specifications for Creative Infrastructure 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 NERI 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:
 - Fineness.
 - Setting time
 - 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.
- **Bricks:** Standard solid clay brick shall be 11 cm by 22 cm by 7 cm. The brick must be made in adequate furnaces, be red to brown in color, have water absorption less than 20% of dry weight, and when dropped from 150 centimeters will not break into more than 2 pieces.
- **Stones:** The Subcontractor shall use masonry stones that are strong, free from cracks, non-stratus structure, and resistive to frost action, sulfates, detergents, and alkalis. Minimum dimensions must be greater than 20 centimeters and the angle between the surface planes not less than 60 degrees.

Shuttering:

- Shuttering shall be either of hard wood board of thickness not less than 18mm proper steel plate. It shall not have orifices other deficiencies.
- Shuttering shall be rigidly constructed out of wood/steel/plywood and shall be true to the shape and dimensions described. The shuttering shall be free from loose knots adhering grout, projecting nails, splits and other defects that may mark the concrete. All joints, except as here in after specified shall be sufficiently tight to prevent leakage of cement grout and to avoid the formation of fins or other blemishes. Any faulty joints shall be caulked. Connections shall be constructed to permit easy removal of the shuttering and shall be either nailed, screwed, bolted, clamped, wired or otherwise secured to retain correct shape during consolidation of the concrete by tamping, ramming, vibration or other means. Bolts or clamps shall be used in preference to wire ties. Bolt holes in the concrete shall be made good after removal of bolts. If wire ties be approved, the end shall be concealed, and measures taken to prevent rust stains on the concrete face. Shuttering shall be erected true to line and braced and strutted to prevent deformation under the weight and pressure of concrete, constructional loads, wind pressure and other forces. The deflection shall not exceed 4 mm.

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 should be protected from freezing and other weathering effects.

Brick Work:

- Prior to the start of work, the NERI engineer shall inspect and shall verify the applicable conditions for surfaces on which masonry is to be placed. These surfaces shall be smooth, clean, and free of foreign substances when mortar is applied.
- The Subcontractor shall protect exposed surfaces from mortar and other stains. When mortar joints are tooled, remove mortar from exposed surfaces with fiber brushes and wooden paddles. The Subcontractor shall protect the base of the walls from splash stains by covering adjacent ground with sand, sawdust, or polyethylene.
- Masonry work shall be constructed within the following limits:
 - Face of Brick: 1 mm from face of adjacent brick.
 - Variation from True Plane: 6 mm in 3 m and 20 mm in 10 m.
 - Variation from Plumb: 6 mm in height of one story.
 - Variation from Level: 3 mm in 1 m, 6 mm in 3 m maximum.

- Variation in Wall Thickness: plus, or minus 6 mm.
- All bricks shall be first class burned brick of standard size and specification (IS-1077-1992)
- Standard solid clay bricks shall be 11 cm by 22 cm by 7 cm. They must be made in furnaces, be red to brown in color, have water absorption less than 20% of dry weight. When dropped from 150 centimeters will not break into more than 2 pieces.
- Bricks shall be regular in shape, and their edges should be sharp and shall be free from cracks, chips, flaws, and lumps.
- Subcontractor shall carefully handle masonry units to avoid chipping, cracking, and spoiling of faces and edges.
- Water absorption of bricks should not be more than one sixth of their weight after one hour of soaking by immersing in water.
- Bricks shall be fully soaked in clean water by submerging in a container and continued till air bubbling has completely ceased
- Bricks shall be laid in well bonded manner, and every course shall be truly horizontal.
- Vertical joints of two consecutive courses shall not be directly over one another. Vertical joints in alternate courses shall come directly over one another. Joints between bricks, in brick masonry work shall not be more than 10mm and should be fully filled with mortar.
- Changes in coursing or bonding after the work has started will not be permitted.
- The Subcontractor shall not carry one section of the walls up in advance of the others. The Subcontractor shall delay unfinished work in order to meet the schedule of new work if necessary. The Subcontractor shall check heights of masonry at sills and heads of openings to maintain the level of the walls.
- The Subcontractor shall build in door and window frames, anchors, and conduits, as the masonry work progresses.
- Brickwork shall be carried out not more than one-meter height at a time and if one part of brick masonry has to be delayed, stepping shall be left at an angle of 45 degrees. Corbelling or projection from the face of wall shall not be more than one-fourth of brick length.
- The Subcontractor shall not apply uniform loads for at least 12 hours or concentrated loads for at least 72 hours after masonry is constructed.
- At the end of day all joints shall be braced, and the face of wall must be cleaned. Masonry shall be free of stains, efflorescence, mortar or grout droppings, and debris. The Subcontractor shall restore damaged, stained, and discolored work to original condition or provide new work.
- Brick masonry must be kept moist at least for 10 days and should be protected from freezing and other weathering effects.
- Sand for mortar 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
- Materials for mortar 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.

GI Sheet Roofing:

- 24-gauge GI sheet roofing should be used including necessary wooden structures (beams, rafters, purlins etc.), ventilation windows (made of aluminum), nails, screws, and any other necessary materials.

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.

Doors and Windows:

- All doors and windows shall be made very carefully and perfect precision from the best quality, well-seasoned wood. They shall be free from sap, knots, warps, cracks and other deficiencies.
- All doors and windows shall be provided with the best quality fittings including but not limited to handles, locks and, hinges, stops for keeping the leaves open and etc.
- Glass shall be of the good quality and free from bubbles scratches and other imperfections with the thickness of 4mm or as specified in the technical drawings.
- The glass pan shall have 1.5 mm clear gap all around to allow expansion and contraction of the frame. All sides of glass panels shall be filled with the best quality putty.

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 |

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|-----------|---|----------------------|
| 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.

1.3 4-14.001

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)