



REQUEST FOR PROPOSALS (RFP)

To: Offerors
From: Creative Associates International, Inc.
Subject: Request for Proposal (RFP) # RFP-HQ-07220
Subproject #: Engineer, Procurement, and Construction of four (4) stand-alone PV Systems in Borno and Adamawa States
Performance Period: 12 weeks from receiving an award for installation and commissioning and one year of post-commissioning maintenance and monitoring
RFP Issue Date: 3 July 2020
Clarification Closing Date: 15 July 2020
RFP Closing Date: 24 July 2020
RFP Closing Time: 4:00 PM – Local Time, Abuja, Nigeria (UTC+01:00)
Reference: USAID Contract No. 7200AA18F00013

Enclosed is a *Request for Proposals* (RFP) for the engineering, procurement, and construction of four remote PV systems in four lots. Creative Associates International, Inc. (Creative) invites qualified construction companies (Offerors) to submit a best-price proposal for the supply and installation of solar photovoltaic systems in Borno and Adamawa states. The awards issued under this RFP will be funded under USAID Contract #7200AA18F00013 and subject to the availability of funds, successful negotiation of the s budget and terms, and receiving USAID’s Contracting Officer consent, if required. The awards resulting from this process will be one or more firm fixed price Purchase Orders.

RFP Details

The requirements for this activity are described in Attachment 1I Statement of Work. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment 2 Instructions to Offerors. Proposals will be evaluated based on the in the Attachment 3 Evaluation Criteria. Creative will make an award to the responsible Offeror submitting an offer that provides best value to the project, meaning that both price and technical merit will be considered in the evaluation.

Clarifications

Any questions must be submitted in writing and emailed to bids@CreativeDC.com no later than July 10, 2020. 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 Offeror. The solicitation number (listed above) should be stated in the subject line. Answers will be compiled and distributed on July 17, 2020. Submission Requirements

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.



Proposals must be comprised of the following:

1. **Technical Proposal** emailed to bids@CreativeDC.com with the subject line
"RFP-HQ-07220 – Technical Proposal – [company name]"

Example: RFP-HQ-07220 – Technical Proposal – SunGen Pty. Ltd.

2. **Financial Proposal** emailed to bids@CreativeDC.com with the subject line:
"RFP-HQ-07220 – Financial Proposal – [company name]"

Example: RFP-HQ-07220 – Financial Proposal – SolarBros Corporation

Note that the submissions must be in separate emails or the submission will be disqualified.

Background

The United States Agency for International Development (USAID)'s Office of Transition Initiatives (OTI) launched the activities in Nigeria in 2014, first under the Nigeria Regional Transition Initiative (NRTI), and later the Nigeria Lake Chad Basin (NLCB) Project. These activities are the flagship efforts to address the Boko Haram – and now Islamic State in West Africa (ISIS-WA) – insurgency. NLCB conducts small, predominantly in-kind grants in Northeast Nigeria, ranging from infrastructure rehabilitation to community dialogue and direct support to the Nigerian Police Force to reduce community and individual vulnerabilities to violent extremist groups and improve community security in targeted locations. Most of these locations have intermittent to no access to the national electricity grid, as well as restricted access to fuel to power generators due to the ongoing insurgency. These conditions make solar energy a prime solution to power public facilities such as police living quarters, community halls and radiostations.

Sincerely,

Creative Procurement Department

Attachments:

Attachment 1	Specifications & Statement of Work
Attachment 2	Site Specifications
Attachment 3	Instructions to Offerors
Attachment 4	Content of Proposal
Attachment 5	Evaluation Criteria
Attachment 6	Format for Proposal Cover Letter on Company Letterhead
Attachment 7	Past Performance Table
Attachment 8	Prime Contract Flow-Down Clauses
Attachment 9	Bill of Quantities (MS Excel)



Attachment 1 - Specifications & Statement of Work

Please read the specifications before bidding.

Introduction

The Nigeria Lake Chad Basin (NLCB) Project, funded by USAID and implemented by Creative Associates International, Inc. presents this opportunity to engineer, procure, construct, commission and maintain four (4) stand-alone photovoltaic systems as part of public infrastructure rehabilitation and upgrading projects in Borno and Adamawa states. Creative wishes to identify qualified private sector firms to participate in a competitive procurement process for these projects.

The name, location, and estimated size of each project is presented in the following table:

Lot	Activity Name	GPS Location	Size
1	Mubi Radio Station	10.279827°, 13.287890°	36kWp / 100kWh / 15kVA
2	Dandal Kura Radio Station	11.814258°, 13.163279°	30kWp / 100kWh / 15kVA
3	Benisheikh Police Radio Room	11.808775°, 12.497600°	3kWp / 15kWh / 3kVA
4	Bama Police Radio Room	11.519728°, 13.687528°	3kWp / 15kWh / 3kVA

The Specifications section of this *Statement of Work* contains details regarding each of the four projects included in this solicitation.

Offeror Requirements

The Offeror must be a qualified solar power technology firm registered to work in Nigeria. Interested firms must demonstrate experience in the installation of solar power systems, for a period of at least one year, and be able to perform all work in Northeast Nigeria. The selected contractor must possess strong technical knowledge of the installation of solar systems and construction of frames in compliance with the international standards for construction engineering and the industry. The selected contractor must hire and mobilize all skilled and unskilled labor required to complete this work; supply and deliver all materials to the work site; supply all required equipment, tools and transportation; and mobilize a qualified and experienced site supervisor/electrical engineer to provide technical supervision at all times on the project site.

Equipment

AC bus, DC bus, or a combined configuration is permitted, although it assumed that the two smaller systems will be DC bus for reasons of cost and complexity. Any changes or recommendations should be proposed during the Clarifications period as described previously.

Modules

Nominal 300Wp or higher; monocrystalline or polycrystalline; Voc such that modules in series achieve <150Voc, <600Voc, <1000Voc, or <1500Voc, at STC depending on charge controller or PV inverter voltage; designed for high temperature operation (45-60C); pre-wired quick connect system with MC4 connectors; sealed and waterproof junction box IP68; minimum surface load capacity 200kg/m² or 2.4MPa; 25-year warranty on power output; 2-year warranty on materials and workmanship.

Module Racking

The arrays will be carport or roof mounted. The mounting system will be aluminum extruded or galvanized metal sections with stainless steel hardware; foundation system can be concrete pile, metal

pile, helical pile, or other foundation type approved by the NERI engineer. The mounting system must incorporate anti-theft hardware or other features to resist tampering. The array should incorporate module grounding connectors and a conductor with roof mounted or elevated air termination rods.

In the case of roof mounting, the Offeror shall conduct a structural assessment to ensure that PV modules and racking systems can be safely installed on the existing roof framing. Roof mounting shall be at the azimuth and tilt of the roof, whereas ground mounted (carport) racking shall be oriented South at 10° tilt, or in a direction advantageous to achieve a veranda addition to a building.



Figure 1 - Roof framing in Lot 2 - Dandal Kura Radio Station



Figure 2 – Example Carport Rack for Lots 3 & 4.

Cabling and Connectors

Junction boxes will be specified as required according to PV array string voltages and amperages but must be at least IP54 if exterior mounted and IP52 if interior mounted.

USE-2 XLP (cross-linked polyethylene) array wire should be sized according to PV string voltage and amperage, but shall not be smaller than 6.0mm² in cross-section;

MC4 connectors (male and female) will be used as necessary to connect modules in strings and to junction boxes, charge controllers, or PV inverters, unless said equipment is furnished with a different connection system from the manufacturer. The quantity depends on the module configuration.

System Typology

The radio station systems (Lots 1 & 2) can be AC bus, DC bus, or a combination (e.g. Victron + ABB or Victron + Fronius). As the hours of operation cannot be anticipated at this time, there is no preferred typology, but it is assumed that the load profile will be relatively flat, as the loads are dominated by the radio transmitter and associated equipment, which will be on for all hours of facility operation.

The police radio room systems will be DC bus, as it is required to install a 24V battery bank to directly operate the 24V Motorola Radios. No other configuration will be allowed (e.g. 12V system with 12V-24V converter, etc.)

Charge Controller or PV Inverter

The charge controllers shall be 150-600V and PV inverters 600-1500V in configuration that will match the PV array string wattage and the battery voltage; this 'string sizing' documentation must be supplied with the bid for technical evaluation. The DC equipment must have Maximum Power Point Tracking; nominal battery bank voltage according to the system; 150-1500V PV open circuit voltage (Voc); self-consumption < 100mA; <100W standby power consumption; >94% efficiency; >2000W maximum solar

module array input power; programmable; sealed or designed for >40C temperature, extreme conditions, and/or outdoor mounting; battery temperature sensor; 5-year warranty on materials and workmanship.

Inverter / Charger or Battery Inverter

This equipment must be of 230V and configuration; single-phase; <150W standby power consumption; >94% efficiency; true sine wave; programmable; sealed or designed for >40C temperature, extreme conditions, and/or outdoor mounting; 5-year warranty on materials and workmanship.

Note that the required output must be at 40°C, meaning that a nominal 5kVA inverter may be required to output 3kVA in the Police Radio Room, and (3) x 5kVA inverters may be necessary to achieve 12kVA in the radio stations (example is Victron Quattro; other manufacturer specs will vary).

Battery System

Tenderers can forward two options for storage batteries, Li-Ion chemistry and/or VRLA OPzV maintenance free batteries (e.g. gel or AGM). Lithium Ion is preferred; however, price will also be considered. Note that it is acceptable to offer a hybrid solution, where the lithium chemistry is used for the daily cycling and lead acid is used for days of autonomy.

The Battery System is to be supplied consisting of:

- Individual battery units in a metal racking system.
- A 'Usable' energy capacity as specified in the respective Lots.
- Battery management system (BMS), for lithium chemistry.
- Fuses, DC disconnect, and DC bus connections as required according to the system sizing.

Usable Energy

This is the kWh capacity available over the Usable Range of State of Charge. It is the minimum kWh capacity that the user can charge/discharge for the application, e.g. on a daily basis over the whole life of the battery. Battery energy capacity requirements are made with respect to the Usable Energy. For the purpose of this tender, usable for 100kWh is the following:

- 100kWh in a lithium system capable of 100% DoD.
- 125kWh in a lithium system capable of 80% DoD.
- 200kWh in a lead acid system assuming 50% DoD.

Lithium Batteries

A minimum battery lifetime of 10 years and 3,000 full charging cycles must be guaranteed by the battery manufacturer. A minimum of 85% of the nominal Useable Energy must be available after 10 years and after 3,000 full charging cycles. A replacement or adding of battery elements or modules after project completion to achieve this guarantee is not allowed. The elements installed during commissioning shall only be replaced as a reaction to unforeseen circumstances.

- The battery manufacturer shall guarantee 10 years of battery lifetime if the 3,000 full charging cycles are not reached during this time.
- The measure for charging cycle shall be the cumulative absolute energy charged plus cumulative absolute energy discharged to/from the battery system divided by double the nominal Useable Energy.
- Lifetime requirements apply to the full, installed system under the applications environmental conditions. Lifetime performance parameter indications for the individual battery element/module/tray will not be considered.



Lead Acid

Absorbent Glass Matt (AGM) or Gel type; 2V, 4V, or 6V cells in combination such that battery bank achieves minimum 30 or 200kW-hours energy storage at 24V and 48V respectively, based on 20-hour discharge (C20); rate of self-discharge < 5% per month at 30C; designed for long life in extreme conditions. Three strings are the maximum acceptable configuration.

12V x 200Ah AGM or Gel batteries will not be allowed for this tender.

Efficiency

The round-trip efficiency must be above 80%, as the yearly average, accounting for all losses related to the Battery System and PCS: Chemical, electrical, thermal and HVAC (if any), local light, heating (if applicable) and power, etc. AC local power is to be accounted for in calculating the ESS round trip efficiency.

The Offeror is requested to provide a table indicating the ESS round trip efficiency for 0.25C, 0.5C and 1.0C charge and discharge power levels (assuming symmetric charge/discharge) and for 25°C and 40°C environmental temperatures.

Battery Management System (Lithium)

The lithium Battery System shall include a System BMS. The System BMS must monitor battery safety, SoC, SoH, voltage, current, temperature and alarms for each string and each unit/module/tray, and must control the performance of cell balancing, string/unit replacement procedures and equalization and safety functions and procedures.

The System BMS must manage the battery system as one logical unit, i.e. manage all balancing, equalization and other cell maintenance procedures for all strings or racks of the system together, even if modules are distributed over several physical units (containers or housings). BMS level inter-unit communication must be included in the Contractors offer.

The BMS must have a degree of redundancy to ensure battery safety is maintained under BMS fault conditions. All critical BMS faults and alarms must be communicated to the monitoring system. The Offeror shall provide a list of these fault conditions.

Rugged built, capsuled, battery cells, elements, modules or trays shall be the smallest individually replaceable entity, easily and quickly exchangeable by one or two trained individuals in short time without special tools. Alternatively, all special tools and equipment are to be specified and supplied as part of the scope. No difficult control cabling, handling of hazardous substances or other complex operative procedure shall be required. The Contractor shall specify relevant international standards applicable to the proposed battery technology regarding design, installation and operation and they shall be followed.

Remote Monitoring

A remote monitoring system with required shunts and other sensors that integrates all power equipment must be supplied with each system. This monitoring system should allow on-site as well as online monitoring to show and record PV Amps or Watts in, battery Amps or Watts in and out, and inverter / charger Amps or Watts in and out. Other features include visual display; battery voltage; battery charge/discharge current; battery State of Charge (SOC); Ampere-hours por Watt-hours consumed; alarm; removable SD card data recording; LAN or Wi-Fi communication.

Surge protection, earthing, disconnects, fusing

Provide surge arrestor/surge protection devices for protection of DC and AC components; earthing and grounding for all equipment; disconnects for DC PV array, DC battery bank, AC power; earth electrode



conductors, and hardware for bonding earth cable to conductor.

Spare parts (to comprise less than 5% of bid price)

Specify any surge arrestor(s), inverter fan, inverter board, charge controller board, etc. as recommended by the manufacturer.

Safety

Safety is the highest priority on this contract. The Offeror shall ensure that all employees are trained and certified in jobsite safety and electrical safety. The Offeror must also ensure there is a site engineer on the project during all working hours to closely monitor both safety and installation quality.

Personal Protective Equipment (PPEs) shall be provided by the Offeror to all workers, and usage on site shall be enforced by Creative. This PPE will include steel toed boots, safety glasses, leather gloves, hearing protection, insulated electrical tools, and overalls. Any work at heights will require appropriate fall protection measures and equipment, such as lanyards, tie-offs, railings, etc. In the event this is not possible, temporary scaffolding must be installed.

The operating environment of all the project locations may require additional security. Creative will not be responsible for the security of the installer, however Creative can provide the installer with contact information for local security providers.

Warranty and Post-Sale Services

The contractor is expected to provide a one-year service warranty on all installed equipment. To enable the contractor to honor this warranty, Creative will transfer this relationship to designated points of contact of the respective administrative offices upon completion of this project.

Offerors must certify transferability of warranty information.

Work Plan

The Offeror is expected to follow the general plan below after execution of the contract:

1. Mobilize equipment, materials, and tools to the project site.
2. Conduct project kickoff meeting with grantee and local leaders before commencement of works.
3. Conduct site assessment and submit *Site Assessment Report* and updated *Work Plan* to Creative for approval.
4. Upon approval, NERI will issue a *Notice to Proceed*.
5. Mobilize technical staff to the site and commence the works.
6. Complete all works described in the Bill of Quantities according to the specifications in this RfP.
7. Commission the system and provide a detailed *Commissioning Report* to NERI.
8. Provide operations and maintenance training to the grantee, including a hardcopy *Operations and Maintenance Manual* detailing weekly, monthly, and yearly inspections and maintenance as well as emergency activities following any disruption in system output.
9. Perform site demobilization and clean-up on completion of the works.
10. NERI will provide a *Project Completion Certification* and handover the site to the grantee.

Attachment 2 - Site Specifications

LOT 1 – Mubi Radio Station 10.287428°, 13.291021°

The anticipated parameters for this system, based on available roof space, loads, and estimated price, are:

36kWp / 100kWh (usable) / 15kVA at 40°C on Roof Mounting System

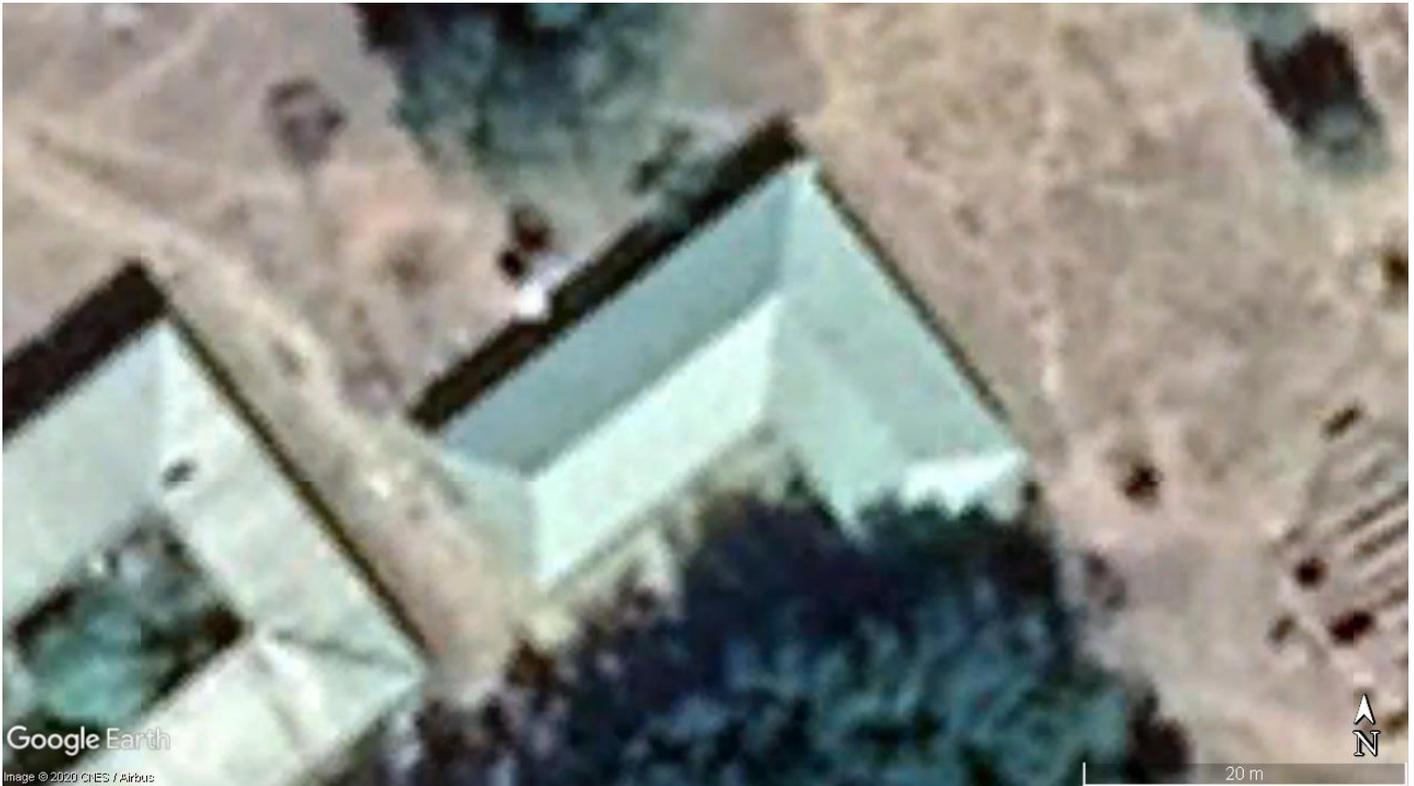


Figure 3 – Mubi Radio Station.



Figure 4 – Looking North.



Figure 5 – Looking East.

NLCB is currently rehabilitating the Federal Polytechnic Community FM Station in Mubi, northern Adamawa State, under another RFP, and that project includes the installation of a new radio antenna, transmitter, and associated equipment. This lot consists of a new roof-mounted PV system to be installed at an existing structure. Available roof space is the following, allowing a total of 110 modules:

- Main building SE roof: 4.2m x 14m, azimuth 140°, tilt ~18°, anticipated to have 2 rows x 14 modules in portrait.
- Main building NW roof: 4.2m x 19m, azimuth 320°, tilt ~18°, anticipated to have 2 rows x 19 modules in portrait.
- Main building NE roof: 4.2m x 15m, azimuth 50°, tilt ~18°, anticipated to have 2 rows x 15 modules in portrait.
- Main building SW roof: 4.2m x 7m, azimuth 230°, tilt ~18°, anticipated to have 2 rows x 7 modules in portrait.



Assuming 270Wp to 330Wp PV modules, the size of the array will vary from 29 to 36kWp. A larger array is preferred. Helioscope modeling indicates that about 150kWh per day production is possible using normal 330Wp modules.

The base load for the system will be approximately 9kW, consisting of a 3kW transmitter, studio equipment, and two air conditioners. Helioscope modeling indicates that about 150kWh per day production is possible using normal 330Wp modules. Note that the existing system consumption is unknown, as the building is not yet operational.

The condition of wiring and electrical panels in the building is unknown. It is assumed that all of the critical loads will be on a single phase, to be connected to a 1-phase inverter in the PV system. Although this lot is included in the tender, this task may be removed if the effort is significant and requires additional study and resources.

LOT 2 – Dandal Kura Radio Station 11.814180°, 13.163226°

The anticipated parameters for this system, based on available roof space, loads, and estimated price, are:

30kWp / 100kWh (usable) / 15kVA at 40°C on Roof Mounting System



Figure 6 - Dandal Kura Radio Station. Ignore the PV system on the main building.



Figure 7 – Main building SW roof.



Figure 8 – Inverter room roof. PV modules have been removed.

This lot consists of a new roof-mounted PV system to be installed at an existing structure. There is a previously installed PV system located on the N roof, but it will be ignored for the purposes of this RfP. In PV arrays on NW structure in the above photo have been removed, and PV modules can be placed there as well as on the S façade of the main building. Available roof space is the following, allowing a total of 87 modules:

- Inverter house E roof: 3.9m x 11.7m, azimuth 110°, tilt ~25°, 2 rows x 12 modules in portrait.



- Inverter house W roof: 3.9m x 11.7m, azimuth 290°, tilt ~25°, 2 rows x 12 modules in portrait.
- Main building S roof: 5.4m x 10.4m, azimuth 200°, tilt ~25°, 3 rows x 10 modules in portrait.
- Main building S roof, E side: 3.3m x 7.1m, azimuth 200°, tilt ~25°, 3 rows x 3 modules in landscape.

Assuming 270Wp to 330Wp PV modules, the size of the array will vary from 23 to 29kWp. A larger array is preferred. Helioscope modeling indicates that about 110kWh per day production is possible using normal 330Wp modules. The base load for the system will be approximately 12kW, consisting of a 6kW transmitter, studio equipment, and two air conditioners.

- The 6kW transmitter can be adjusted for lower consumption
- Note that the existing system is approximately 60kW and uses about 600kWh per day, however the budget limitations on this project will require a subpanel for critical loads.

The condition of wiring and electrical panels in the building is unknown. It is assumed that all of the critical loads will be on a single phase, to be connected to a 1-phase inverter in the PV system. Although this lot is included in the tender, this task may be removed if the effort is significant and requires additional study and resources.

Lot 3 - Benisheikh Police Radio Room 11.808895°, 12.497575°

The anticipated parameters for this system, based on loads and estimated price, are:

3kWp / 15kWh (usable) / 3kVA at 40°C on Carport Mounting System

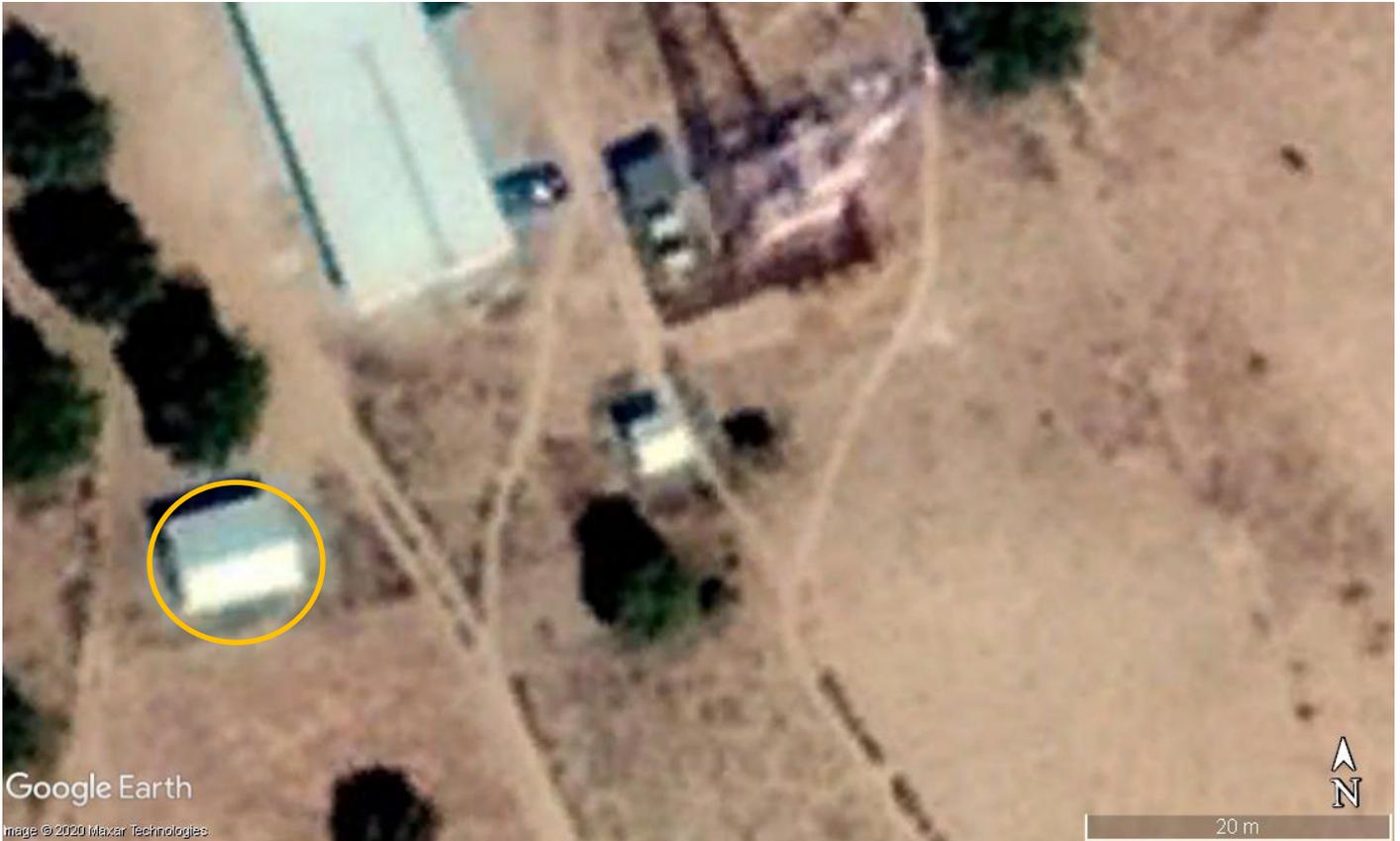


Figure 9 - Beni Sheikh Police Radio Room.



Figure 10 – Radio Room front entrance



Figure 11 – Radio Room roof detail.

This small system will power two Motorola radios (similar to CODAN) and charge numerous portable radios. Parameters of the system are the following:

- (2) Motorola SLR8000 Base Station / Repeater units for 24-hours per day at 20% 210W Transmit and 80% 13W receive.
- (10) batteries on charge at 17Wh per battery, and average daily consumption of 50W
- Baseload of 155W and 4kWh/day
- Miscellaneous other loads such as fan, mobile chargers, TV, etc., specifications unknown.



- System will not include an air conditioner.

This system will be mounted on a carport structure, either as a shed roof entrance veranda for the existing battery room (circled) or as a standalone carport, at the discretion of the grantee. The PV system can be slightly over or undersized to achieve a good geometry for an existing carport design, but this must be described in the technical submission.

Wiring in the building will include a small electrical panel with disconnects and (2) two-gang outlets in the facility, a two-gang switch, two interior lights (5W LED) and an outside security light (30W LED).

Lot 4 – Bama Police Radio Room 11.519728°, 13.687528°

The anticipated parameters for this system, based on loads and estimated price, are:

3kWp / 15kWh (usable) / 3kVA at 40°C on Carport Mounting System



Figure 12 - Bama Police Radio Room (building unknown).

This small system will also power a Motorola radio and charge numerous portable radios. Parameters of the system are the following:

- (2) Motorola SLR8000 Base Station / Repeater units for 24-hours per day at 20% 210W Transmit and 80% 13W receive.
- (10) batteries on charge at 17Wh per battery, and average daily consumption of 50W
- Baseload of 155W and 4kWh/day
- Miscellaneous other loads such as fan, mobile chargers, TV, etc., specifications unknown.
- System will not include an air conditioner.

This system will be mounted on a carport structure, either as a shed roof entrance veranda for the existing battery room (circled) or as a standalone carport, at the discretion of the grantee. The PV system can be slightly over or undersized to achieve a good geometry for an existing carport design, but this must be described in the technical submission.

Wiring in the building will include a small electrical panel with disconnects and (2) two-gang outlets in the facility, a two-gang switch, two interior lights (5W LED) and an outside security light (30W LED).



Attachment 3 - 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 English.
2. Proposals and all cost and price figures must be presented in Nigerian Naira or US Dollar. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order will be issued to the successful offeror in the currency bid in the proposal unless otherwise agreed to between the parties.
3. The Offeror must state in their 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, the proposal may be eliminated.
4. Creative reserves the right not to make an award.
5. The Technical Proposal and Financial Proposal must be kept separate from each other. Technical Proposals must not refer to cost or pricing information. This will enable the technical evaluation to be made strictly on the basis of technical merit.
6. Offerors must be licensed and authorized to conduct business in Nigeria, as evidenced by submission of a copy of a valid CAC License. The copy of the license must clearly show a license number, official government stamp and a date of issue and date of expiry.
7. Common ownership of Offerors shall be documented in their proposal. Creative will only accept one company bidding per RFX. If Creative determines common ownership of multiple Offerors, all will be disqualified.
8. 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.
9. 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 6.
10. 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 as a result of circumstances beyond the Offeror's control. Late offers will only be considered at Creative's discretion.
11. Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, provided that the request is made before the RFP closing date.
12. 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.
13. As part of vendor due diligence, Creative reserves the right to visit the place of business of a prospective Offeror to verify that it is a legal business entity and has the necessary organizational and management competence to fulfill the necessary responsibilities.
14. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. It is recommended that Offerors present their best offer.
15. 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 comply with the above may result in the Offeror's proposal being rejected.



B. Specific Instructions Related to Works under Creative

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

1. 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.
2. 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.
3. The work within this contract shall meet and be constructed in accordance with current USBR design and International Building Codes (IBC). Creative will carry 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 NERI Engineer.
4. 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 ECP is to evaluate environmental impact of the potential activities and define mitigation actions to be implemented. Using the prescriptions of the ECP, the successful offeror shall dutifully follow and implement all preventive and mitigation measures during all phases of the project. The ECP form will be signed by contractor at project award.
5. 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.



Attachment 4 - Content of Proposal

Note that offerors may submit more than one proposal.

The proposal shall be comprised of four sections:

- 1) **The Cover Letter**
 - a. Should be on the Offeror's letterhead and must contain the information requested in Attachment 5.
- 2) **Valid CAC License**
- 3) **Technical Proposal**
 - a. Should include the following:
 - Methodology and Work Plan
 - Single Line Diagram of system and a written commentary
 - output in pdf from a PV modeling software such as Helioscope, PVSyst, PVSol, etc.
 - Equipment datasheets and warranties
 - Safety Verification Plan
 - CV's of Key Staff;
 - b. If an Offeror submits a proposal that fails to respond to the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be disqualified.
- 4) **Financial Proposal**
 - a. Must be submitted in Excel and PDF, separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP.
 - b. Must use the Excel sheet provided. Additional lines may be added if necessary.
 - c. Detailed and comprehensive cost 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.

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 5 - Evaluation Criteria

Basis of Award

The award will be made to the offeror whose offer presents the Best Value, defined as a combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Financial Proposals of those offers that surpass the minimum qualifying score of 70 points in the technical evaluation will have their Financial Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Financial Proposals will not be considered.

Trade-Off Process

The evaluation process permits tradeoffs among cost or price and non-cost factors and allows the program to accept other than the lowest priced proposal, in accordance with FAR 15.101-1. The perceived benefits of the higher priced proposal shall merit the additional cost, and the rationale for tradeoffs must be documented in the file via a Negotiation Memorandum ('Neg Memo') detailing the purpose of the negotiation, a description of the project, preliminary cost estimates, a summary of the submission and competing submissions, and the rationale for awarding to other than the lowest priced Offeror.

Technical Proposal Evaluation

Technical Competence: 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**:

Item	Requirement	Points
1) Methodology & Work Plan	Considering the Statement of Work in Attachment I, please describe in detail the following: <ul style="list-style-type: none"> • Estimated duration of the total project from contract signing to completion. • The steps, in chronological order, that you will take to implement the work, with estimated duration for each step. • Methodologies that indicate a greater practical understanding of the work, and confirmation that the plan is based on a site visit. 	15
2) System Design	<ul style="list-style-type: none"> • Single Line Diagram of each proposed system. • Demonstrate how the radio station systems can interface with existing diesel generators at each site. • Fusing, disconnects, and grounding • output in pdf from a PV modeling software such as Helioscope, PVSyst, PVSol, etc. 	20
3) Equipment & Warranties	<ul style="list-style-type: none"> • The technical specifications, including brand and model, for each component of the system. This includes PV panels, batteries, inverters, controllers, etc. • The Offeror should describe the manufacturers' warrantee that come with each component. In particular, lithium iron batteries should have a minimum 10-year warranty. 	20



	<ul style="list-style-type: none"> Please provide details of the equipment warranties and how the Offeror will honor the warranty of the equipment with the respective grantees of each site. 	
4) Safety Verification Plan	<p>Please describe the practical measures you will take to:</p> <ul style="list-style-type: none"> Monitor and mitigate project risk; Ensure the safety of both your staff and project participants as you implement the work; Any additional measures you will take to address construction-specific risks. Safety verification plans that more-realistically and comprehensively identify relevant risks and mitigation measures, and that propose and ensure the safety of participants through relying on local ownership of 	5
5) Staffing & Management Capability	<p>The Staffing Plan should include the following:</p> <ul style="list-style-type: none"> Project Manager and relevant experience Site Engineer and relevant experience Electrical Engineer and relevant experience Installation Technician(s) and relevant experience <p>Note: At least one COREN-certified engineer should be on the team. In the absence of COREN certification, offeror should present evident of another internationally recognized certification.</p>	10
Total		70

Past Performance and Experience Evaluation : 30 points

Document and summarize your proven track record of successfully implementing similar activities. Using the format provided in Attachment 7, please list only the projects you have implemented within the past three years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. The Offerors must provide the copies of their previous contracts. 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.



Financial Proposal Evaluation

Creative's internal cost estimate for completing this statement of work totals: \$270,657.00 equivalent to 104,879,587.50 Nigerian Naira and is broken down as follows.

S/N	Sites	Currency - NGN	Currency - USD
1	Mubi Radio Station	42,377,000.00	\$109,360.00
2	Dandal Kura Radio Station	40,986,650.00	\$105,772.00
3	Benisheikh Police Radio Room	10,677,562.50	\$27,555.00
4	Bama Police Radio Room	10,838,375.00	\$27,970.00
	Total	104,879,587.50	\$270,657.00

Offerors are encouraged to submit budget requests lower than that amount where feasible. Proposals containing budgets in excess of the ceiling amount listed above may not be considered or evaluated for selection.

The Offeror will submit a detailed Bill of Quantities (in the provide Excel) to carry out this work. Creative's review of the Financial Proposal 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. Any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs.

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 Financial proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, or unreasonable items and costs, in the reviewer's evaluation, will be considered unresponsive and may be disqualified from further consideration.

Additional Information

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 Financial proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.



Attachment 6 - Format for Proposal Cover Letter (on Company Letterhead)

Location (City & Country):

Date:

Dear Creative Procurement Team:

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 Financial Proposal submitted herein.

Our Company's details are as follows:

Name:

Address

Authorized Representative:

Mobile Number:

Email Address:

Validity Period of Proposal:

Business License Number:

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:

- has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- has a satisfactory performance record;
- has a satisfactory record of integrity and business ethics;
- has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature

Name and Title of Signatory:

Date:



Attachment 7 - Past Performance Table

Copies of the Offeror's *Certificates of Final Completion* and Contracts must be attached for each of the projects mentioned below. Should copies of these certificates not be available, the Offeror must submit a copy of final payment verifying retention amount was fully paid; the Contractor Performance Report; or a copy of award letter in the event if the project is currently being implemented.

1. Activity Title

- Location
- Size in x kWp / x kWh / x kVA
- Description of the project
- Completion date
- Value in NND or USD
- Contact information for owner – email required/phone number
- Photos

2. Activity Title

- Location
- Size in x kWp / x kWh / x kVA
- Description of the project
- Completion date
- Value in NND or USD
- Contact information for owner – email required/phone number
- Photos

3. Activity Title

- Location
- Size in x kWp / x kWh / x kVA
- Description of the project
- Completion date
- Value in NND or USD
- Contact information for owner – email required/phone number
- Photos



Attachment 8 - 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
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/otices/enforcementiofac>.
- (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 s 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) USA1D 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)