# Request for Proposal (RFP)

**Supply, Installation and Commissioning of Salt Refining Plant**  
for USAID/Partnership for Economic Growth Program  
Hargeisa, Somaliland

<table>
<thead>
<tr>
<th>RFP No:</th>
<th>RFP-Partnership-2013/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Supply, Installation and Commissioning of 2.5 TPH Salt Refining Plant</td>
</tr>
</tbody>
</table>
| Issuing Office: | DAI/Partnership for Economic Growth  
Head Office: Bada cas, Next to FAO  
Kodbur District  
Hargeisa, Somaliland |
| Date of Issue of RFP: | January 30, 2013 |
| Date Proposal Due: | Time: By 5:00 p.m. local time. Date: February 18, 2013 |
| Anticipated Type of Award: | Firm Fixed Price Purchase Order |
| Basis of Award: | Award will be made on the basis of a tradeoff source selection process. Bidders can bid on one or more components of the RFP, resulting in the award of one or more subcontracts. Award will be made to the offeror whose final offer represents the best value using a combination of cost/price and technical or non-cost/price factors. |
| Attachments TO RFP: | 1. Attachment “A” Instructions  
2. Attachment “B” Specifications and SOW (includes Annex 1)  
3. Attachment “C” Cover Letter  
4. Attachment “D” Proposal Checklist  
5. Attachment “E” Bidders company information  
6. Attachment “F” Certifications of Compliance  
7. Attachment “G” Agreement Terms & Conditions  
8. Attachment “H” References and Past Performances |

USAID/Partnership for Economic Growth program is purchasing a 2.5 TPH salt refining plant on behalf of its grantee, Muliyo Salt Trading Company, in support of the company’s salt processing activities:

**Production Process:**
1. Unloading of salt into the Raw Salt Hopper either manually or with the help of Tractor trailer.
2. Reclaiming of salt using a belt conveyor from hopper and discharge on to Roller crusher.
3. Discharge Material from the crusher to Slurry formation tank from where the slurry passes through Wash Tank, Elutriation Tank and Thickener for removing impurities like Ca, Mg, Sulphate, insoluble matters etc.
4. Salt slurry formed in Thickener to be fed into Centrifuge for solid-liquid separation.
5. Salt with about 3% moisture from to be discharged from centrifuge into screw conveyor and then volumetric cup fillers.

**Process Sequence:**
1. Crushing
2. Removal of Insoluble, floating materials by elutriation process.
3. Removal of soluble impurities by washing.
4. Separation of solid and liquid by centrifuging.
5. Iodizing, Packaging in Pouches or sacks.
DAI invites companies to submit a proposal to provide equipment for a salt refining plant to improve the salt mining of its grantee, Muliyo Salt Trading Company, under the USAID/Partnership for Economic Growth program (USAID Contract # AID-EEM-I-00-07-00009/AID-623-TO-11-00001).

I. Type of Subcontract

DAI anticipates awarding one (1) or more fixed price subcontract(s) as a result of this RFP.

II. Contract Term

Delivery of goods required within 4 months or less of Purchase Order signing.

III. Submission of Proposals

A proposals must be in English and present costs in USD ($). Proposals should be emailed to PartnershipProcurement@dai.com by 5 pm local Somaliland time on February 18th, 2013. The subject of the email must include the title of the RFP. The proposal must be submitted in one e-mail under separate documents clearly labeled: (1) Technical Proposal and (2) Price Proposal.

IV. Offeror’s Agreement with Terms and Conditions

The completion of all RFP requirements in accordance with the instructions in this RFP and submission to DAI/Partnership of the technical and price proposals will constitute an offer and indicate the Offeror’s agreement to the terms and conditions in this RFP. DAI reserves the right to award one or more subcontract(s) without discussion and/or negotiation; however, DAI also reserves the right to conduct discussions and/or negotiations, which among other things may require an Offeror(s) to revise its proposal (technical and/or price). Issuance of this RFP in no way obligates DAI to award a subcontract, nor does it commit DAI to pay any costs incurred by the Offeror in preparing and submitting the proposal.

V. Source, Origin, and Nationality Requirements

The authorized USAID Geographic Code (see AIDAR 752.225-70 Source, Origin and Nationality Requirements) is 937 for this procurement, which allows for procurement of goods/services from the United States of America, Somaliland, and developing countries other than advanced developing countries (complete list of allowed developing countries available here: http://transition.usaid.gov/policy/ads/300/310maa.pdf). Products may not be produced in or contain any part or ingredient manufactured in Cuba, Iran, North Korea, Sudan, and Syria.

To be eligible for award under this RFP, a Vendor:

1. Must be incorporated or legally organized under the laws of a country in Code 937;
2. Must be operating as a going concern in a country in Code 937;
3. Must either:
   a. Be managed by a governing body, the majority of whom are citizens or lawful permanent residents of countries in Code 937; or,
b. Employ citizens or lawful permanent residents of a country in Code 937.

VI. **Composition of Proposal**

The proposal is to be comprised of the following submission documents:

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**Section 1 – Technical Proposal**

a. Technical Approach- Offerors must describe the equipment and technical assistance to be provided, including:
   a. List of plant machinery to be provided (please specify power (kW) and indicate if specifications differ at all from the list of machinery in Attachment B)
   b. Model/manufacturer of machinery parts
   c. Information requested under “Additional Information Required” section in Attachment B
   d. Description of warranty and maintenance services
   e. Description of technical assistance for installation and verification of the equipment, as well as end-user training.
   f. CV of the proposed technician(s) who will travel to Somaliland.

Please see Attachment B for details on required information for the technical approach.

b. Delivery and Technical Assistance Timeline - Offerors must include a delivery timeline with their proposal that details the anticipated number of days needed for delivery from date of Purchase Order signing, as well as a timeline for the technician to come out to Boroma, Somaliland for installation, verification and end user training. Please include the recommended number of days the technical will need to be on the ground (see Attachment B).

c. Summary of Relevant Work Experience – Offerors must submit evidence of previous experience with the equipment requested in this RFP, including names of locations where their product has been installed and contacts of their clients using their products as applicable. Offerors should detail similar work completed with at least three other clients (Appendix I).

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**Section 2 – Price Proposal**

The Price Proposal must be under separate cover and clearly labeled as such.

a. Detailed Cost Breakdown – Offerers must provide a detailed cost breakdown of prices including:
   a. Unit cost per piece of equipment.
   b. Shipping/Delivery
   c. Warranty
d. Maintenance and remote support  
e. Technical assistance for installation, verification and training, including daily rate and travel costs (estimate $50 per day per person for lodging and boarding).)  
f. Other  

This must be submitted in Excel. Packing/handling charges must be incorporated into the unit price for each line item. Shipping charges may be shown as a separate line item.

b. Payment Schedule – DAI estimates that the subcontractor will be paid based on deliverables using the following percentage breakdown, or as otherwise negotiated in the Purchase Order.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Percentage of Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provision of work-plan including equipment and plant design</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Delivery of all equipment</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>Installation, verification and end-user training</td>
<td>30%</td>
</tr>
</tbody>
</table>

VII. Evaluation of Proposals

DAI will use best value determination for the award of this purchase order. A best value determination means that, in DAI’s estimation, the selected offer will provide the greatest overall benefit to the DAI/Partnership Program in response to the requirements stated in this RFP. DAI will use the trade-off process to make a best value determination, which means that it may be in the interest of DAI to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. The evaluation factors and allocated points are presented below.

a. Technical Approach (50 points) – Points for this section will be awarded based on the information presented in the technical approach on the goods and technical assistance to be provided and the responsiveness of the approach to the requirements of this RFP.

b. Relevant Experience (25 points) – Points for this section will be based on information provided in the proposal around the company’s past experience with the work outlined in this RFP, specifically experience supplying its products to Africa and other similar developing countries, as well as availability of technicians on standby who can provide assistance in the English language.

c. Timeline (25 points) – Points for this section will be based on whether the Offeror understands the activities to be undertaken, the order in which they should occur and timeline by which they should be completed. This includes number of days for delivery after signing of Purchase Order and number of days for technician to be on the ground.

d. Cost– No points are assigned to the cost proposals evaluation. While the technical evaluation criteria are significantly more important than cost, cost remains important.

Costs will primarily be evaluated for realism, if it is allowable, and for reasonableness. This will consist of a review of the cost proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror understands of the requirements, and if the costs are consistent with the Technical Proposal.
VIII. **Requirements for Bids to be Determined to be Responsive**

a. The bid must conform to all the technical specifications listed in the SOW in Attachment B. Proposals which do not comply will be determined non-responsive and rejected.

b. Bidder shall agree to delivery of all equipment listed in Attachment B within 4 months signing of Purchase Order (unless alternative schedule is provided in the Purchase Order).

c. Vendor must agree to a warranty for defects as specified in Attachment B.

d. Vendor must not be included on the US Government EPLS/SDN blocked persons/organizations list.

e. Vendor must provide a DUNS number (if applicable)
I. Introduction

Development Alternatives Inc. (DAI) has been selected by the U.S. Agency for International Development (USAID) to implement the Partnership for Economic Growth (Partnership) program in Somaliland and Puntland. The Partnership program seeks to help local authorities and private sector groups improve the enabling environment for investment, generate more productive employment and improve other livelihood activities. One of the Partnership program’s initiatives is called the Partnership Fund, which is a matching grants program for local businesses in Somaliland. Muliyo Salt Trading Company has been selected for a grant to support the extraction of salt, and the establishment of a salt refining plant.

Muliyo Salt Trading Company is a small business enterprise operating since 2009. It business so far has been to buy and resell salt procured from Tokhoshi in and around the Boroma, Awdal region. A new venture and partnership has been established to form the Muliyo Salt Processing Project, which is an expansion of the Muliyo Salt Trading Company. This new venture will include activities like salt refining, packaging, and distributing to end users or salt traders.

Muliyo’s manufacturing plant will be located in Boroma with the raw salt to be sourced from Tokhoshi. This salt producing village is located some 240Km north of Boroma, west of Zeila, and east of Loya’de (border town with Djibouti Republic).

The main activities of the business will encompass of following:
- To produce part of the salt in Tokoshi,
- Purchase of raw salt from the local producers,
- Arrange transportation to Boroma
- Refining and packaging raw salt
- Distribution and marketing

II. Place of Performance:

Offeror is responsible for delivery of goods to Berbera Port, Somaliland. Transport of goods from Berbera to Boroma will be done by the buyer. The plant will be located in Boroma. All Services shall be provided in Boroma, Somaliland.
### III. Equipment Specifications and Performance Requirements

The technical proposal should contain the specifications for equipment that can provide the following functions/meet the following requirements:

**A. List of Plant Machinery:** (For full details and specifications refer to section IX. Annex)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Description</th>
<th>Qty.</th>
<th>MOC</th>
<th>Ref Drg. / Datasheet No.</th>
<th>POWER (kW)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong></td>
<td>Raw Salt Feed Section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Feed Hopper</td>
<td>1 No</td>
<td>SS 316</td>
<td>3a</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Gate Valve</td>
<td>1 No</td>
<td>SS 316</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Flat Raw Salt Belt Conveyor (300 mm wide, centre to centre distance = 10 mtrs. Approx, complete with Magnets, skirt, scrapers and discharge hood)</td>
<td>1 No.</td>
<td>Food Grade Rubber</td>
<td>3b</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>4</td>
<td>Raw Salt Roll Crusher (2.5 TPH, Feed 10 mm Max, Product below 3 mm)</td>
<td>1 No</td>
<td>CI Chilled Rolls</td>
<td>3c</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td><strong>B.</strong></td>
<td>Wet Section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Slurry formation Tank Size 1.5 M High X750 mm Wide X 750 mm Long</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3ei</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Slurry Pump-I (30% solids, 5 mlc, 10,000 LPH, SS 316 wetted parts, Mechanical seal, 1500 RPM)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3d</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>3</td>
<td>Wash Tank with Agitator</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3e</td>
<td>Pl Specify</td>
</tr>
<tr>
<td>4</td>
<td>Slurry Pump-II (10% solids, 5 mlc, 25,000 LPH, SS 316 wetted parts, Mechanical seal, 1500 RPM)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3d</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>5</td>
<td>Elutriation Tank</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3e</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Slurry Pump-III (20% solids, 5 mlc, 15,000 LPH, SS 316 wetted parts, Mechanical seal, 1500 RPM)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3d</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td></td>
<td>Equipment Description</td>
<td>Qty</td>
<td>Material</td>
<td>Grade</td>
<td>Order Code</td>
</tr>
<tr>
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</tr>
<tr>
<td>7</td>
<td>Brine Pump (15 mlc, 25,00 LPH, SS 316 wetted parts, Mechanical seal, 1500 RPM)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3d</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>8</td>
<td>Brine Header</td>
<td>1 No.</td>
<td>SS 316</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Centrifuge Section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Thickener</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3e</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pusher Type Hydraulic, 2-stage Centrifuge 2.5 TPH (Process side SS 316)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3g</td>
<td>Pl Specify</td>
</tr>
<tr>
<td>3</td>
<td>Washed Salt Paddle Screw Conveyor (200 mm wide, centre to centre distance = 10 mtrs. Approx, with Cover and three discharge outlets)</td>
<td>1 No.</td>
<td>SS 316</td>
<td>3f</td>
<td>Pl Specify</td>
</tr>
<tr>
<td>D.</td>
<td>Dosing Section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Dosing Tank with Agitator (100 Lit)</td>
<td>1 Nos.</td>
<td>SS 316</td>
<td>3i</td>
<td>Pl Specify</td>
</tr>
<tr>
<td>2</td>
<td>Dosing Pump (SS 316, 5 LPH)</td>
<td>1 Nos.</td>
<td>SS 316</td>
<td>3i</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>E</td>
<td>Packaging Section</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Volumetric Cup Fillers</td>
<td>2 Nos</td>
<td>SS 316</td>
<td>3h</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>2</td>
<td>Hand Sealers</td>
<td>6 Nos</td>
<td>Std</td>
<td>3h</td>
<td>Pl. Specify</td>
</tr>
<tr>
<td>F</td>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Magnets before Roller Crusher and after centrifuge</td>
<td>1 No Each</td>
<td>SS 316 Casing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrical Panel with capacitor bank, Indicator lights, Single phase preventer, Ammeter, Voltmeter and PF meter</td>
<td>1 No</td>
<td>Std</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Local ON/OFF Push switches, Cables, Glands, Cable trays, Earthing plate, Earth Strip &amp; Wire</td>
<td>Al./ Cu</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Piping, Hangers &amp; Supports, Valves and Instrumentation</td>
<td>1 Lot</td>
<td>Food Grade PVC, HDPE, Std.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Lab Equipment</td>
<td>1 lot</td>
<td>Std.</td>
<td></td>
<td>Pl Specify</td>
</tr>
</tbody>
</table>

**Notes:**
1. Refer to all drawings and specification datasheets in annex, section IX.
2. All equipment to be supplied with foundation bolts, lugs, supports, anti-vibrations pads, gaskets, sealants, guards, dust covers and safeties.
3. All exposed MS parts shall be epoxy painted.
B. Additional Information Required:

i. Manufacturer and models of all components
ii. Mass Balance Diagram
iii. List, Specifications of Equipment and Drawings of Fabricated Equipment.
iv. GA of the Plant
v. Specifications of the Final Product
vi. Utility Requirements
vii. Building & Structural Requirements
viii. List of deviations from the specifications mentioned in the document
ix. Supports required at site for installation
x. Items and their quantities needed for commissioning and operation of Plant but not included in the scope of supply
xi. List of Lab Equipment
xii. List of Spares for 2 years operation

Safety Requirements:

Please describe in detail the safety and reliability standards of the equipment.

Supporting Documentation:

We strongly encourage each offeror to include in the submission photos, performance graphs, manuals, and any other useful supporting documentation.

IV. Warranty and Maintenance Requirements

The equipment shall be under warranty for one year from the date of commissioning OR 18 months from the date of Bill of Lading, whichever is earlier.

Remote support over phone / Skype, e-mails shall be provided during warranty period. Technicians should speak fluent English for support correspondence purposes.

V. Shipping and Delivery

The offeror shall define a delivery period for the equipment. Delivery is expected within 4 months or less of Purchase Order signing. Equipment should be delivered to the Port of Berbera, Somaliland.

VI. Technical Assistance

A technician is to be sent from the offeror upon arrival of equipment in country to inspect, install and commission the plant, as well as provide end user training in operations and lab analysis. The location for installation is Boroma, Somaliland. The offeror should specify how long the installation and training will take (we estimate about a month, no later than July 15- August 15, 2013). The technician should plan to provide operating and maintenance manuals and a list of recommended spare parts.

The offeror will responsible for all travel-related costs for its technician and should account for these costs in their proposal.
VII. Staffing

The offeror shall submit CV(s) consisting of qualified technician(s) and engineer(s). Proposed staff should have a minimum of ten years’ experience in the salt industry or a related sector.

VIII. Deliverables

The offeror shall submit the following deliverables as products under this SOW:

**Deliverable 1: Provision of work-plan including equipment and plant design**

i. Details of Electric panel  
ii. List of pipes and valves  
iii. List of cables & cable trays  
iv. Foundation Drawings  
v. Drawings for Settling Pond  

**Deliverable 2: Delivery of Equipment**

i. All equipment as listed in the RFP Annex 1 or as otherwise agreed to in the PO is delivered to Berbera, Somaliland  
ii. Invoice & Packing List  
iii. Certificate of Origin  
iv. Bill of lading, marked clean, chipped on board  

**Deliverable 3: Installation, verification and end-user training**

i. Operating & Maintenance Manuals  
ii. Manual for Lab Analysis Protocols  
iii. Inspection of equipment by DAI Technical Specialist.  
iv. Installation, commissioning, and final verification of equipment and performance testing according to the specifications by vendor technician and DAI Technical Specialist  
v. Training of Muliyo staff on system operations by vendor technician.

IX. Annex

See below Annex which includes the list of equipment, datasheets & drawings for various items under scope of supply, and specifications for raw salt.

Annex.zip
<Insert date>

TO: Hirsi Farah  
Development Alternatives, Inc.  
USAID Partnership for Economic Growth program  
Next to FAO  
Bada Cas, Kodbur District  
Hargeisa, Somaliland

We, the undersigned, provide the attached proposal in accordance with RFP- Partnership-2013/23 dated January 30th, 2013.

Our attached proposal is for the total price of <Sum in Words ($0.00 Sum in Figures) >.

I certify a validity period of three months for the prices provided in the attached proposal. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

We understand that DAI is not required to accept and/or evaluate proposals that do not conform to the instructions of this RFP, and additionally, DAI may reject all proposals and not award a subcontract for this RFP.

Sincerely yours,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:
Attachment “D”
Proposal Checklist

Please check all that apply and include this page in with the proposal submission.

Offeror: ________________________________________________________________

Have you?
☐ Submitted your technical and financial proposal as separate documents to Partnership@dai.com by the required deadline?

Does your proposal include the following?
☐ Cover Letter (use template in Attachment C)
☐ Proposal Checklist (use template in Attachment D)
☐ Bidder’s Company Information (use template in Attachment E)
☐ Signed Certifications of Compliance (use template in Attachment F)

Technical Proposal
☐ Technical Approach
☐ Delivery and Technical Assistance Timeline
☐ Summary of Relevant Work Experience (use template in Attachment H)

Cost Proposal
☐ Detailed Cost Breakdown
Attachment “E”  
Bidder’s Company Information

To facilitate the evaluation and award process, please provide the following information about your company. This information is also required of all subcontractors included in your proposal. If an item is not applicable to your organization, please put “N/A” on the blank(s) provided. Do not leave items unanswered.

| CONTACT INFORMATION |
|---------------------|------------------|
| **Company Name:**   | **Company Name:** |
| **Address 1:**      | **Name:**        |
| **Address 2:**      | **Title/Position:** |
| **City, State:**    | **Phone:**       |
| **Zip Code:**       | **Fax:**         |
| **Country:**        | **Email:**       |
| **Technical Rep:**  | **Email:**       |
| **Name:**           | **Title/Position:** |
| **Phone:**          | **Fax:**         |
| **Email:**          | **Email:**       |

<table>
<thead>
<tr>
<th>COMPANY PROFILE</th>
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<tbody>
<tr>
<td><strong>Type of Organization:</strong></td>
</tr>
<tr>
<td>✡ Non-profit</td>
</tr>
<tr>
<td>✡ For-profit</td>
</tr>
<tr>
<td>✡ Educational Institution</td>
</tr>
<tr>
<td>✡ Government-owned organization</td>
</tr>
<tr>
<td>✡ Government Entity</td>
</tr>
<tr>
<td>✡ International Organization per 26 CFR 1.6049-4</td>
</tr>
<tr>
<td>✡ Other ______________________</td>
</tr>
</tbody>
</table>

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<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>CCR Registration:</strong> Yes ✡ No</td>
<td><strong>Orca Registration:</strong> Yes ✡ No</td>
<td><strong>Orca Registration date:</strong></td>
</tr>
</tbody>
</table>

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>DUNS Number:</strong></td>
</tr>
<tr>
<td>If Bidder is owned or controlled by a common parent:</td>
</tr>
<tr>
<td><strong>Parent Name:</strong></td>
</tr>
<tr>
<td><strong>Parent EIN:</strong></td>
</tr>
</tbody>
</table>
Attachment “F”
Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.

2. Executive Compensation Certification - FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS).

3. Executive Order on Terrorism Financing - The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub awards issued under this Prime Agreement.

4. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.

5. Organizational Conflict of Interest – The Bidder certifies that it will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that the Bidder shall immediately provide DAI with a disclosure statement describing this information.

6. Business Size and Classification(s) – The Bidder certifies that it has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.

7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.

8. Drug-Free Workplace – The Bidder certifies that it complies with the Drug-Free Workplace Act of 1988 (45 CFR Part 76, Subpart F) and, further, understands that any violation of the prohibitions of this Act is a breach of contract and can result in default action.

9. Federal Civil Rights Act – The Bidder certifies that it conforms to the provisions of the Federal Civil Rights Act of 1964, as amended and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities.

10. Americans with Disabilities Act – The Bidder certifies that it complies with the Americans with Disabilities Act.

11. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
12. **Labor Laws** – The Bidder certifies that it is in compliance with all labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act regarding overtime compensation.

13. **Federal Acquisition Regulation (FAR)** – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.

14. **Employee Compliance** – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

15. **Special Restrictions** – The Bidder certifies that it is not affiliated with, controlled by, or acting on behalf of excluded parties, including al Shabaab. The Bidder warrants that it will not knowingly make cash facilitation payments, purchase goods or services, or make payments to excluded parties as the de facto municipal authority using funds issued under any award resulting from this procurement.

The information contained in this offer is current, accurate and complete to the best of my knowledge and belief. Bidder further agrees to fully comply with the terms and conditions set forth in Agreement Terms & Conditions (Attachment G) and all applicable federal clauses included herein.

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DEVELOPMENT ALTERNATIVES, INC. - TERMS AND CONDITIONS
This Purchase Order ("Order") is an offer made by Development Alternatives, Inc. or its subsidiaries and affiliates (collectively, "DAI") to purchase goods or services on these terms and conditions, as may be modified by varying terms printed on the face of this Order (collectively, "Terms"). By acceptance of this Order and/or performance hereunder, Vendor agrees to comply fully with these Terms and any attachments to this Order. Any attachments referred to in this Order are hereby incorporated herein by reference. Acceptance of this Order is expressly limited to these Terms, and Vendor's terms and conditions in acknowledging or accepting this Order shall not apply. Acceptance by DAI of the goods and/or services under this Order is not acceptance of Vendor's terms and conditions. No employee, representative, or agent of DAI has any authority to bind DAI concerning this Order unless specifically stated herein or in a written amendment signed by an authorized representative of DAI's Procurement Department. When specified by DAI, Vendor shall comply with the geographic code requirements as set forth by the Client. Vendor will ensure that it does not engage in any procurement activity from the following countries: Cuban, Iran, Syria, Sudan and North Korea.

1. Definitions -
"Agreement" means the Purchase Order, these terms, and any other mutually executed agreement between Vendor and DAI under which this Purchase Order is issued.
"Client" means the US government or another client of DAI.
"DAI" means Development Alternatives, Inc., with its principal place of business at 7600 Wisconsin Avenue, STE 200, Bethesda, MD 20814 or its subsidiaries and affiliates.
"Goods" means goods specified by DAI in the Agreement.
"Order" means the Purchase Order issued by an authorized DAI representative.
"Services" means services specified by DAI in the Agreement.
"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services or the supply of Goods hereunder.
"Terms" means the terms and conditions specified in the Agreement.
"Vendor" means a party receiving a Purchase Order from DAI which references the Terms.

2. Acceptance - Final inspection and acceptance of goods and services shall be at the DAI receiving point indicated in this Order. Nonconforming goods shall be returned to Vendor, freight collect, and Vendor shall be debited for the transportation costs to DAI plus handling expenses. Such rejected goods shall be deemed to be property of Vendor.

3. Price and Delivery - Vendor shall furnish the goods or services in accordance with the price and delivery terms stated herein. TIME AND RATE OF DELIVERY ARE OF THE ESSENCE. Payments are due forty five (45) days after DAI's receipt of a complete and correct invoice. Vendor certifies that each invoice issued by it shall be based solely on Services actually performed by Vendor and Goods actually supplied by Vendor pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law).Unless otherwise stated, the price terms contained herein include all costs or charges of any kind that will be paid by DAI, and DAI shall not be liable for any other costs or charges, all of which shall be borne by Vendor, including, without limitation, unspecified charges for inspection, packaging and shipping; all federal, state and municipal sales, use and other taxes and duties. Whenever any actual or potential event occurs, including labor disputes, that delays or threatens to delay the timely performance of this Order, Vendor shall give immediate notice thereof to DAI.

4. Packaging And Shipping - Vendor shall be responsible for packaging, marking and shipping the goods in accordance with the terms hereof, good commercial practices and all applicable laws. Each package shall be marked with handling instructions, shipping information, Order number and part or item number. An itemized
packing list shall accompany each shipment. DAI reserves the right to reject any shipment not meeting these requirements.

5. F.O.B., Risk Of Loss - F.O.B. point shall be DAI's location unless otherwise stated in writing by DAI. Goods purchased f.o.b. Vendor's plant or shipping point shall not be considered delivered until they have been accepted at the DAI receiving point indicated herein; however, DAI assumes responsibility at the f.o.b. point for carrier routing, transportation charges, and risk of loss or damage to goods in transit, if properly prepared and packed. Vendor shall bear all risk of loss with respect to any goods rejected by DAI.

6. Warranty - Vendor warrants all goods and services delivered or provided hereunder to be non-infringing, free from defect in title, material and workmanship, and fit for the purpose intended for a period of twelve (12) months from delivery to DAI and to meet or exceed the specifications, drawings, or sample specified or furnished and any supplementary documentation referenced herein. Vendor further warrants that all goods and services delivered or provided hereunder comply with requirements of all applicable laws and regulations. This warranty shall survive any inspection, delivery, or acceptance of the goods and services or payment therefore by DAI.

7. Remedies/Waiver - If Vendor fails to timely perform its obligations under this Order, DAI reserves the right to terminate this Order for default and purchase the goods or services elsewhere. If any goods or services covered by this Order are defective or non-conforming or fail to meet applicable warranties ("Defective Material"), DAI may, by written notice to the Vendor: (a) terminate this Order for default; (b) accept the Defective Material at an equitable reduction in price; or (c) reject the Defective Material and (i) require the delivery of suitable replacements or re-performance of services or (ii) repair such material, perform such services or purchase the Defective Material elsewhere. DAI may hold Vendor accountable for any additional cost or damages incurred by DAI. All Defective Materials replaced or re-performed by Vendor are subject to the same extent as items initially furnished or originally ordered. This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to DAI, its successors, assigns, employees, students, and users of the goods or services. Rights and remedies of DAI hereunder are cumulative and in addition to those which DAI has under law and equity. Any waiver by DAI of any particular breach or default hereunder by Vendor shall not constitute a continuing waiver or a waiver of any other breach or default. Approval by DAI of Vendor's proposed design, test plans, and/or procedures and manufacturing process, methods, tooling, or facilities shall not relieve Vendor from meeting all requirements of this Order.

8. Changes - At any time by written notice to Vendor, DAI may change the Order, including the specifications, design, delivery, testing methods, packing, destination or any instructions. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Vendor will give written notice to DAI of any proposed equitable adjustment within ten (10) days of receiving notice from DAI of such changes. Vendor and DAI will negotiate in good faith any proposed adjustments and upon agreement, DAI will incorporate issue an amended Order incorporating the changes. Any change to be valid and binding upon DAI must be in writing and signed by an authorized representative of DAI's Procurement Department.

9. Termination - DAI shall have the right to terminate this Order in whole or in part by providing 14 days prior written notice to Vendor. DAI shall be liable for (a) the price of any items on this Order previously accepted by DAI, and (b) reasonable costs incurred by Vendor for labor and materials for work in process and finished conforming material plus a reasonable profit not to exceed 10% on such items. Such cost plus profit will not exceed the cost of the goods ordered. DAI may elect to take possession of work in process and finished conforming material.

10. Bankruptcy - If any bankruptcy, reorganization or insolvency proceedings, voluntary or involuntary, are instituted by or against Vendor, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, then DAI may cancel this Order and hold Vendor accountable for any costs or damages incurred by DAI.

11. Assignment - DAI and Vendor each binds itself and its successors and assigns to all warranties, covenants, agreements, and obligations contained in this Order. Vendor may not assign or delegate all or any part any of its rights (except to a lending institution in the normal course of business) or obligations hereunder without the prior
written consent of DAI, and no such assignment or delegation shall relieve Vendor of any such obligations. Any such assignment or delegation shall be voidable at DAI's election.

12. DAI Property - All materials, tools, drawings, specifications and other items furnished or paid for by DAI shall be identified as DAI property, removable by DAI at any time at no cost, used only in filling DAI Orders, inventoried by Vendor, kept separate from other such materials, treated as DAI confidential information, and disposed of by Vendor when and as DAI shall direct. Vendor shall be responsible for loss or damage to any such DAI property expecting normal wear and tear. Vendor shall be responsible and accountable for all DAI or Client provided property and, where applicable, Vendor shall comply with the requirements of 48 C.F.R. 45.5 with respect to such property. Vendor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, DAI or Client property upon its delivery to Vendor employees. In the event of loss, damage or destruction of DAI or Client property by Vendor, DAI may initiate an equitable adjustment to the Prices in favor of DAI. DAI may direct changes to the Agreement in writing, and Vendor shall comply immediately with such direction. If DAI directed changes increase or decrease the cost or time required Vendor's deliverables under the Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease.

13. Information Disclosed - Information disclosed to Vendor by DAI contains DAI's confidential information, which Vendor shall not disclose to any third party (except as required by law) without DAI's prior written consent. Unless expressly agreed to in writing by DAI, no information or knowledge disclosed to DAI in the performance of or in connection with this Order shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions as part of the consideration for this Order.

14. Publicity - Vendor shall not issue any public announcement regarding this Order or use the DAI name or trademarks without prior written consent of DAI.

15. Indemnification - Vendor, at its sole expense, agrees to defend, indemnify and hold harmless DAI from and/or against any and all claims, damages, costs, liability, and expenses, including reasonable attorneys' fees, that (i) arise out of any breach of representation, agreement, or warranty made by Vendor; (ii) the performance of any service or the delivery, installation, use or service of any item listed on this Order; (iii) are caused in whole or in part by any act or omission of Vendor, Vendor's subcontractor, or anyone for whose acts Vendor may be liable; or (iv) are attributable to bodily injury, sickness, or death; injury to or destruction of property including the loss of use resulting therefrom; interference with the business or operations of any third party; or violation of any governmental law or regulation. This paragraph shall survive the termination of this Order and shall continue in effect until any hearing, litigation, or claims have been finally concluded and settled.

16. Insurance - As a minimum, Vendor shall, at its sole cost and expense, provide and maintain the following insurance coverage and insurance coverage limits: (1) Worker's Compensation: Vendor shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of $1,000,000 (or an equivalent value in the local currency), covering all of Vendor's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Vendor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement; (2) Commercial General Liability: Vendor shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of $1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability); (3) Automobile: Vendor shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be $1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) $500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) $5,000 (or an equivalent value in the local currency) medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Vendor under the Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with
applicable laws or the Agreement. The limits of coverage under each insurance policy maintained by Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

**17. Intellectual Property** - Vendor grants DAI all rights and licenses necessary for DAI to use the Goods or Services. The parties acknowledge and agree that all Services shall be deemed to be "works for hire", with all intellectual property rights therein vesting in DAI, unless otherwise mutually agreed. Vendor agrees to irrevocably transfer and assign all such rights to DAI, and comply with all reasonable requests by DAI to affect such transfer and assignments. Vendor represents and warrants that the materials delivered hereunder and their use by DAI will not infringe upon or misappropriate with any patent, copyright, trademark, trade secret or other property right of Vendor or any third party or require any payment by DAI in respect of such rights to Vendor or any third party. Vendor agrees to indemnify and hold harmless DAI for any breach of the foregoing representation and warranty in accordance with the paragraph entitled "Indemnification."

**18. Compliance** - Vendor agrees to comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Vendor shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. 78dd-2, et seq., make it unlawful for U.S. concerns, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Vendor acknowledges and understands that Vendor must comply fully with the anti-bribery provisions of the FCPA. Specifically, Vendor understands and agrees that it shall be unlawful for Vendor to pay, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist DAI in obtaining or retaining business for or with, or directing business to, DAI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Vendor understands all applicable laws relating to kickbacks. Vendor agrees to periodically verify its compliance with such laws and to inform DAI immediately of any violations thereof. Vendor shall maintain a Code of Business Ethics and Conduct in accordance with the provisions of FAR 52.203.13. The provisions of 22 C.F.R. Part 140, Prohibition of Assistance to Drug Traffickers apply to Vendor and shall have the same effect as if they were stated in their full text. Vendor shall take affirmative action in compliance with all Federal and State requirements concerning fair employment, employment of the handicapped, employment of veterans, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap as described in 48 C.F.R. 52.222-26, Equal Opportunity, 48 C.F.R. 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, and 48 C.F.R. 52.222-36, Affirmative Action for Workers with Disabilities. The provisions of 48 C.F.R. 52.222-50, Combating Trafficking in Persons, apply to Vendor and have the same effect as if they were stated in their full text. Vendor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and laws. The provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and laws.

**19. Exports** - Vendor agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Vendor agrees to notify DAI if any deliverable under the Agreement is restricted by export control laws or regulations. Vendor shall immediately notify DAI if Vendor is, or becomes listed in any Denied Parties List or if Vendor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Vendor shall be responsible for all
losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Vendor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this section. Vendor shall include the Terms of this section in all subcontracts issued when technical data is provided to such subcontractors.

20. DAI Requirements - Vendor will ensure that its employees, agents, or designees, when in or upon DAI's premises, shall obey all ethics and business conduct, workplace health, safety and security rules and regulations established by DAI, regarding the conduct of its own employees and any additional rules and regulations established by DAI for non-employees, including without limitation, security rules, and regulations.

21. Governing Law - This Order and the acceptance thereof shall constitute a valid, binding, and enforceable contract governed by the laws of the State of Maryland, without regard to its principles of conflicts of law.

22. General - If any clause of this Order is held as a matter of law to be unenforceable or unconscionable, the remainder of this Order shall be enforceable without such clause. This Order supersedes and replaces any previous documents, correspondence, conversations, or other oral or written understandings between DAI and Vendor related to the subject hereof. This Order cannot be amended, changed, or modified in any respect unless each such, amendment, change, or modification shall have been agreed upon in writing, signed and delivered by each party hereto.

23. Exclusion Of Damages - DAI shall not be liable for any consequential, punitive, exemplary, special or other indirect damages, in contract, tort or otherwise in any action arising out of this Order. DAI will not be liable for any amount in excess of the amounts paid to Vendor hereunder.

24. Somalia Conditions

1. Consistent with the September 10, 2009 memorandum from the Department of State (State) to the Department of Treasury's Office of Foreign Assets Control (OFAC), and with the September 16, 2009 memorandum from OFAC to State, both relating to State/USAID Somalia Programs (such memoranda attached hereto at Tab 1), the Vendor agrees that it and/or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) will not knowingly and voluntarily make payments or provide any other benefits to al Shabaab, or to entities controlled by al Shabaab, or to individuals acting on behalf of al Shabaab (collectively, “excluded parties”). Such prohibited payments or other benefits would include:
   a) cash facilitation fees or other similar fees at roadblocks, ports, warehouses, airfields or other transit points to excluded parties;
   b) purchases or procurement of goods or services from excluded parties; and
   c) payments to al-Shabaab as the de facto municipal authority

2. The Vendor and its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) agree to exercise enhanced due diligence when providing assistance to Somalia under this agreement to avoid the accidental, unintentional or incidental provision of such payments or benefits to excluded parties.

3. In the event that the Vendor or its implementing partners (including contractors, grantees, sub-contractors and sub-grantees) becomes aware that it made a payment or provided a benefit to excluded parties, the Vendor shall, in accordance with 22 CFR 226.51(f) and within ten days after becoming aware of such payment or provision of benefit, notify the DAI Contracts Manager in writing, with a copy to the DAI Project Director, of such payment or provision of benefit. This notification shall include the following information:
   a) Factual descriptions of each such event;
   b) Amount of funds expended or other benefit provided for each event;
   c) Safeguards and procedures, including management and oversight systems, that were in place to help avoid the occurrence of such event; and
   d) Explanation of the reasons for each such payment or each such benefit provided, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally, or forced.
Attachment “H”
References and Past Performance

A. List 3 current and/or former clients which your firm has provided similar equipment or service.

1. Name and Location of Project:

___________________________________________________________________________________________
___________________________________________________________________________________________

Contract Amount: _________________
Percent Complete: _________________
Projected Completion Date: _______
Description of Services/Goods Provided:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Owner Reference Contact:
Name __________________________ Telephone __________________________
Address __________________________________________

Name __________________________ Telephone __________________________
Address __________________________________________

2. Name and Location of Project:

___________________________________________________________________________________________

Contract Amount: _________________
Percent Complete: _________________
Projected Completion Date: _______
Description of Services/Goods Provided:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Owner Reference Contact:
Name __________________________ Telephone __________________________
Address __________________________________________

Name __________________________ Telephone __________________________
3. **Name and Location of Project:**

___________________________________________________________________________________________
___________________________________________________________________________________________

Contract Amount: ______________________

Percent Complete: ______________________

Projected Completion Date: _______

Description of Services/Goods Provided:
___________________________________________________________________________________________
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Owner Reference Contact:

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**B. Provide the following information on the current work portfolio of your company**

1. Total number and dollar amount of contracts currently in progress:

   Number________________________ $ ______________________________

2. Largest single contract amount currently in-progress: $ ______________________________

   Project Name: ________________________________

   Project Completion Date: ________________________________

3. Volume of work completed over 5 years:

   2012 $ ______________________
   2011 $ ______________________
   2010 $ ______________________
   2009 $ ______________________
   2008 $ ______________________