

**REQUEST FOR PROPOSALS**

**FEASIBILITY STUDY FOR THE**

**LILE HYBRID RENEWABLE POWER PLANT**

Submission Deadline: **4:00 pm**  
**LOCAL (Lagos) TIME**  
**August 20, 2010**

Submission Place: USTDA Procurement Selection Committee  
LADOL Integrated Logistics Free Zone Enterprise  
Westminister House  
Plot 1601 Adeola Hopewell Street  
Victoria Island  
Lagos, Nigeria  
Phone number: +234 803 535 2951

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

## REQUEST FOR PROPOSALS

SECTION 1: INTRODUCTION .....	4
1.1 BACKGROUND SUMMARY.....	4
1.2 OBJECTIVE .....	5
1.3 PROPOSALS TO BE SUBMITTED .....	5
1.4 CONTRACT FUNDED BY USTDA.....	5
SECTION 2: INSTRUCTIONS TO OFFERORS .....	6
2.1 PROJECT TITLE.....	6
2.2 DEFINITIONS.....	6
2.3 NIGERIA POWER SECTOR PROJECT DEVELOPMENT DEFINITIONAL MISSION REPORT .....	6
2.4 EXAMINATION OF DOCUMENTS .....	6
2.5 PROJECT FUNDING SOURCE.....	7
2.6 RESPONSIBILITY FOR COSTS .....	7
2.7 TAXES.....	7
2.8 CONFIDENTIALITY.....	7
2.9 ECONOMY OF PROPOSALS .....	7
2.10 OFFEROR CERTIFICATIONS .....	7
2.11 CONDITIONS REQUIRED FOR PARTICIPATION.....	7
2.12 LANGUAGE OF PROPOSAL.....	8
2.13 PROPOSAL SUBMISSION REQUIREMENTS .....	8
2.14 PACKAGING.....	8
2.15 AUTHORIZED SIGNATURE .....	8
2.16 EFFECTIVE PERIOD OF PROPOSAL .....	9
2.17 EXCEPTIONS .....	9
2.18 OFFEROR QUALIFICATIONS .....	9
2.19 RIGHT TO REJECT PROPOSALS .....	9
2.20 PRIME CONTRACTOR RESPONSIBILITY .....	9
2.21 AWARD .....	9
2.22 COMPLETE SERVICES .....	10
2.23 INVOICING AND PAYMENT .....	10
SECTION 3: PROPOSAL FORMAT AND CONTENT .....	11
3.1 EXECUTIVE SUMMARY .....	11
3.2 COMPANY INFORMATION.....	12
3.2.1 COMPANY PROFILE .....	12
3.2.2 OFFEROR'S AUTHORIZED NEGOTIATOR.....	12
3.2.3 NEGOTIATION PREREQUISITES .....	12
3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL .....	15
3.4 TECHNICAL APPROACH AND WORK PLAN .....	15
3.5 EXPERIENCE AND QUALIFICATIONS .....	15
SECTION 4: AWARD CRITERIA.....	16

ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	BACKGROUND DEFINITIONAL MISSION REPORT
ANNEX 3	USTDA NATIONALITY REQUIREMENTS
ANNEX 4	USTDA GRANT AGREEMENT, INCLUDING MANDATORY CONTRACT CLAUSES
ANNEX 5	TERMS OF REFERENCE (FROM USTDA GRANT AGREEMENT)
ANNEX 6	COMPANY INFORMATION

## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$460,000 to LADOL Integrated Logistics Free Zone Enterprise (the "Grantee") in accordance with a grant agreement dated June 3, 2010 (the "Grant Agreement"). This feasibility study (FS) will assist the Grantee in assessing the financial and technical viability of developing a 10 megawatt, hybrid waste-to-energy, solar and diesel or gas power plant (Project) at the Lagos Deep Offshore Logistics Base (LADOL) in Nigeria. The Grantee is a privately owned Nigerian company offering logistical services to the offshore oil industry at their facilities near Lagos. The Grantee currently generates 100% of its own power from diesel-fired generators. As the Grantee looks to significantly expand the scope of its operations in the face of steadily growing demand, a captive source of clean, reliable, and affordable power solutions is of the utmost importance to the long-term sustainability of the Grantee's operations. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

### **1.1 BACKGROUND SUMMARY**

The Grantee owns and operates a private logistics facility in the LADOL Free Zone, located on the Nigerian coast, opposite the main container terminal in Lagos. The facility is designed to provide logistical support to offshore oil companies by offering services and facilities such as office space, communications, ship repair, equipment fabrication, storage, fuel, housing, helicopter service, and other logistical and support services.

Currently, the Grantee generates 2.6 megawatts of power via diesel generators. The Grantee anticipates the need for up to 10 megawatts of power to facilitate its planned expansion, and views reliable, cost-effective energy as an essential component of the facility's operation. The Grantee's customers require that reliable power be available 24 hours per day. Apart from diesel fuel, there are several other sources of energy potentially available to the Grantee, including renewable resources such as industrial waste from its own and neighboring facilities. The FS should assist the Grantee in evaluating the quantity and quality of the waste produced, the availability and price of waste from neighboring industries, and potential cost savings and energy generation potential for waste-to-energy technologies.

The Grantee has also expressed a strong interest in solar power generation for specific applications such as lighting, climate control, and the energy needs of office facilities, residential quarters, and other low-demand applications at the LADOL facility. The FS should assist the Grantee in evaluating its solar generation potential, recommending the ideal applications for solar power, and determining the generation and storage capacity required to make the most effective utilization of this resource. The FS should also make recommendations on backup generators to support the facility in the event of a power system failure.

The FS should assist the Grantee by evaluating the full spectrum of energy resources available to the Grantee, and making recommendations on the most efficient and cost effective blend of waste-to-energy and solar generation technologies. The FS should also assist the Grantee by reviewing and making recommendations on the Grantee's financing options for the Project. USTDA's support for this FS will not only help the Grantee implement renewable energy

solutions to ease its dependence on costly and environmentally degrading diesel fuel, but will also reduce the waste output of the Grantee and its neighbors.

A background Definitional Mission conducted by CORE International is provided for reference in Annex 2.

## **1.2 OBJECTIVE**

The objective of the Feasibility Study is to evaluate the economic and technical viability of the implementation of a 10 megawatt hybrid power plant at the LADOL Free Zone in Nigeria to support the operations of the LADOL Integrated Logistics Free Zone Enterprise. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

## **1.3 PROPOSALS TO BE SUBMITTED**

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US \$460,000. **The USTDA grant of US \$460,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

## **1.4 CONTRACT FUNDED BY USTDA**

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$460,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

## **Section 2: INSTRUCTIONS TO OFFERORS**

### **2.1 PROJECT TITLE**

The project is called LiLE Hybrid Renewable Power Plant.

### **2.2 DEFINITIONS**

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

### **2.3 NIGERIA POWER SECTOR PROJECT DEVELOPMENT DEFINITIONAL MISSION REPORT**

USTDA sponsored a Definitional Mission performed by CORE International to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

### **2.4 EXAMINATION OF DOCUMENTS**

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

## **2.5 PROJECT FUNDING SOURCE**

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$460,000.

## **2.6 RESPONSIBILITY FOR COSTS**

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

## **2.7 TAXES**

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

## **2.8 CONFIDENTIALITY**

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

## **2.9 ECONOMY OF PROPOSALS**

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

## **2.10 OFFEROR CERTIFICATIONS**

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

## **2.11 CONDITIONS REQUIRED FOR PARTICIPATION**

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

## **2.12 LANGUAGE OF PROPOSAL**

All proposal documents shall be prepared and submitted in English, and only English.

## **2.13 PROPOSAL SUBMISSION REQUIREMENTS**

The **Cover Letter** in the proposal must be addressed to:

USTDA Procurement Selection Committee  
LADOL Integrated Logistics Free Zone Enterprise  
Westminister House  
Plot 1601 Adeola Hopewell Street  
Victoria Island  
Lagos, Nigeria  
Phone number: +234 803 535 2951

**An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 pm, August 20, 2010**

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

## **2.14 PACKAGING**

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

## **2.15 AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

## **2.16 EFFECTIVE PERIOD OF PROPOSAL**

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

## **2.17 EXCEPTIONS**

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

## **2.18 OFFEROR QUALIFICATIONS**

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

## **2.19 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals.

## **2.20 PRIME CONTRACTOR RESPONSIBILITY**

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

## **2.21 AWARD**

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

## **2.22 COMPLETE SERVICES**

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

## **2.23 INVOICING AND PAYMENT**

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

### **Section 3: PROPOSAL FORMAT AND CONTENT**

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$460,000, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

#### **3.1 EXECUTIVE SUMMARY**

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

## **3.2 COMPANY INFORMATION**

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

### **3.2.1 Company Profile**

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

### **3.2.2 Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

### **3.2.3 Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

### 3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

### **3.2.5 Subcontractor Profile**

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

### **3.2.6 Subcontractor's Representations**

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

### **3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

### **3.4 TECHNICAL APPROACH AND WORK PLAN**

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

### **3.5 EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

Project name,  
Name and address of client (indicate if joint venture),  
Client contact person (name/ position/ current phone and fax numbers),  
Period of Contract,  
Description of services provided,  
Dollar amount of Contract, and  
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

#### **Section 4: AWARD CRITERIA**

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

1. Experience of the firm in power solutions that minimize the environmental impact, including waste-to-power plant equipment and technologies 25%
2. International experience of the firm in prior similar power projects 15%
3. Experience of the firm in similar projects in Africa 5%

- |  |     |
|--|-----|
| 4. Experience of the Proposed Experts  | 20% |
| 5. Technical approach of the firm<br>for developing the project  | 15% |
| 6. Approach for economic analysis and financing<br>independent and environmentally 'friendly' power projects | 20% |

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

**ANNEX 1**

USTDA Procurement Selection Committee  
LADOL Integrated Logistics Free Zone Enterprise  
Westminister House  
Plot 1601 Adeola Hopewell Street  
Victoria Island  
Lagos, Nigeria  
Phone number: +234 803 535 2951

#### 2010-11002A LiLE Hybrid Renewable Power Plant

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. LiLE Hybrid Renewable Power Plant  
The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study that will assess the financial and technical viability of developing a 10 megawatt, hybrid waste-to-energy and solar power plant (Project) at the Lagos Deep Offshore Logistics Base (LADOL) in Nigeria.

The LADOL Integrated Logistics Free Zone Enterprise (LiLE) anticipates the need for up to 10 megawatts of power to facilitate its planned expansion, and views reliable, cost-effective energy as an essential component of the facility's operation. LiLE currently generates 100% of its own power from diesel-fired generators and is looking to clean, reliable, and affordable power solutions such as solar panels, turbines, generators, control systems, and other renewable energy equipment in order to ensure long-term operational sustainability.

The feasibility study will review and make recommendations on LiLE's financing options for the Project, evaluating the full spectrum of energy resources available to LiLE, and the most efficient and cost effective blend of waste-to-energy and solar generation technologies. The study will also make recommendations on backup generators to support the facility in the event of a power system failure.

The U.S. firm selected will be paid in U.S. dollars from a \$460,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:  
<https://www.usda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to

retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 pm, August 20, 2010 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

**ANNEX 2**

## PROJECT DESCRIPTION

### TECHNICAL AND FINANCIAL FEASIBILITY STUDY FOR A POWER PLANT FOR THE LADOL INTEGRATED LOGISTICS ENTERPRISE IN NIGERIA

#### **1. Power Sector Background in Nigeria**

Nigeria has considerable energy resources throughout the country. It has proven reserves of nearly 180 trillion cubic feet of gas. Coal and lignite reserves are estimated to be 2.7 billion tons, while tar sand reserves represent 31 billion barrels of oil equivalent. Nigeria also has considerable hydropower resources. Based on past work done by UNIDO and the World Bank, it is estimated that Nigeria has an estimated hydropower capacity of about 14,250 MW. Nigeria has significant biomass resources to meet both traditional and modern energy uses, including electricity generation.

The current installed capacity of grid electricity in Nigeria is around 6000 MW, of which about 67 percent is thermal and the balance is hydro-based. Between 1990 and 1999, there was no new power plant built and the same period witnessed substantial government under-funding of the utility for both capital projects and routine maintenance operations. As a result, the generating plant availability is low and the transmission and distribution networks are over stressed.

Despite the abundant energy resources in the country, access to electricity is low and is about 60 percent of the population. Over 80 million people are not served with electricity. Per capita consumption of electricity is approximately 100 kWh against 4500 kWh, 1934 kWh and 1379 kWh in South Africa, Brazil and China, respectively. There is also a widespread shortage of reliable power for industry that has resulted in a rampant use of diesel-fired back-up power generators across the country.

Given the shortage of electricity, the Government has undertaken comprehensive reforms to address the electricity situation in the country. The enactment of the Electricity Power Sector Reform Act (2005), establishment of the Nigerian Electricity Regulatory Commission (NERC), the unbundling of the power sector, and the establishment of PHCN as a transition company to oversee reform are concrete legal, regulatory and institutional steps that have paved the way to address the challenges of the sector

Despite these efforts, the reform has been very slow and the Nigerian power sector continues to face all of the common problems associated with electricity sectors in various developing countries. These include (i) old and dilapidated power plants and transmission and distribution networks, (ii) poor system maintenance and virtual absence of preventive maintenance, (iii) poor financial performance of the enterprises and a lack of investment funds, (iv) poor institutional capacity and outdated skills of utility engineers and technicians, (v) unreliable power supply and service with frequent and long power cuts and interruptions, (vi) high technical and non-technical losses, and (vii) rampant corruption.

#### **2. Government's Renewable Energy Development Policy**

The Government has decided to promote the development and implementation of renewable energy projects in partnership with donors and the private sector including potential involvement of the industry and communities.

The "Policy Guidelines on Renewable Electricity" is the Government's overall policy on all electricity derived from renewable energy sources. The Policy Guidelines sets out the

Government's vision, policies and objectives for promoting renewable energy in the power sector. It is drawn primarily from the National Energy Policy (2003), the National Electric Power Policy (2001), Electric Power Sector Reform Act (2005), the Renewable Energy Master Plan (2005), and the draft Rural Electrification Policy.

### 3. Renewable Energy Resources in Nigeria

Nigeria has abundant renewable energy resources in addition to vast hydropower potential as mentioned above. The country is exposed to a high solar radiation level with an annual average of 3.5 – 7.0kWh/m<sup>2</sup>/day. Wind mapping of various areas in the country indicates that Nigeria also has reasonable level of wind resources for power generation.

Nigeria has abundant biomass and municipal waste resources that remain unutilized for the production of useful energy. Given the poor performance of the power sector there is an accelerated interest in the country to increasingly look for commercially available technologies to produce power utilizing biomass energy resources. The Energy Commission of Nigeria<sup>1</sup> has estimated that Nigeria has the following resources some of which are sporadically utilized in rural areas:

Fuelwood	39.1 million tones	531 MJ of energy value
Agro-waste	11 million tones	147 MJ of energy value
Saw Dust	1.8 million tones	31 MJ of energy value
Municipal Waste	4,075 million tones	31,433 MJ of energy value

Residues associated with agriculture either as on-the-farm crop wastes such as cornstalks or as processing waste such as rice husk, cocoa shells, corn shells, palm kernel shell, cassava peels, etc., are also good sources of fuels. They are currently burned directly as starter or supplement material in addition to fuelwood. There are potentials for further processing for higher energy contents. There is, however, other competing demand for crop residues for feeding livestock and roofing thatched houses in the villages. Animal wastes (e.g., cow dung, poultry droppings and abattoir wastes) are also available at specific sites. Biogas digester technology has been domesticated and a number of pilot biogas plants have been built in the country. Examples include a human waste biogas plant at the Zaria prison, cow dung based biogas plants at the Fodder farm of the National Animal Production Research Institute (NAPRI), Zaria and Mayflower Secondary School Ikenne, Ogun State; and an 18 cubic meter capacity pig waste biogas plant at the pigry farm of the Ojokoro/Ifelodun Cooperative Agricultural Multipurpose Society in Lagos State. A number of indigenous outfits are producing economically viable systems for converting municipal waste to energy.

Industry in Nigeria is actively looking to “away from the grid” solutions for its energy needs. Utilization of industrial waste, coupled with other waste streams, and solar technologies, offers an attractive opportunity to the industry to not only cut its waste disposal costs but also produce useful clean energy for a variety of its needs – electricity, steam, and hot water.

### 4. The Proposed Project

LADOL Integrated Logistics Enterprise (LiLE) operates the first and only dedicated 100% indigenous Deep Offshore Logistics Base in the LADOL Free Zone in Nigeria. LiLE is the Enterprise within the Free Zone that provides all the people and cargo movement logistics services and facilities. LiLE also has a development and planning team that is responsible for

<sup>1</sup> Energy Commission of Nigeria – Strategic Developments in Renewable Energy in Nigeria, Abubakar S, Sambo, International Association for Energy Economists.

developing the entire Free Zone area – over 100 hectares. To date \$70 million has been spent developing logistics facilities in LADOL. Going forward the management expects to spend an additional \$250 million on developing the infrastructure, facilities and services throughout the rest of the Free Zone. In short over the next 5 to 10 years LADOL will be developed into an oil and gas focused industrial town.

The Base has been now been operational for almost two years. LiLE's clients can enjoy a range of services including 24 hour logistics support for their vessels, cargo, personnel and projects, accommodation, office needs, other related requirements.

LiLE is now embarking an ambitious plan to expand its services to large number of clients. The current plans call for expanding the base into an economically viable, modern and environmentally compatible industrial town and Logistics Base. Accordingly, LiLE will need to carry out a number of planning studies including power, transportation infrastructure, housing and base development, and security and communications systems. Given the poor performance of the power sector and the unreliable power supply to manage its operations, LiLE has made the corporate decision to develop its own source of power supply for its electricity needs. It is estimated that the total power demand for LiLE to manage its expanded operations and services will be approximately 10 MW. Based on preliminary assessments, LiLE feels that there is a potential for developing a 10 MW power plant based on a hybrid combination of renewable energy resources and conventional sources thereby both reducing LiLE's dependence of diesel and increasing the prospects for the utilization of waste and solar technologies. The project will not only result in economic benefits from avoided cost of diesel but also in significant environmental benefits.

Accordingly, LiLE has requested the U.S. Trade and Development Agency to finance the cost of a feasibility study for a 10 MW power plant based on an optimum combination of conventional and renewable energy resources that would provide the company with all of its power needs as well as steam and hot water.

#### **5. Objectives of the Feasibility Study**

The objective of the proposed Power Plant Feasibility Study (the "Study") is to conduct a technical and financial feasibility study of constructing a 10 MW power plant based on the utilization of on-site industrial waste, municipal waste in the vicinity of the facility, and applicable renewable energy resources such as solar for specific parts of the facility. Specifically the Contractor shall conduct a feasibility study for generating as much as 10 MW of on-site power to meet the anticipated power requirements of the new and expanded logistics facility planned by LiLE. The Contractor shall also determine the feasibility of generating excess power at the site that could be sold to nearby communities or to the grid. The proposed feasibility study will focus on developing an optimal method for provision of 24 hour, reliable power within the Free Zone in the near term and long-term, including the 100% redundancy required by the oil companies.

#### **6. Scope of Work and Tasks**

The scope of the proposed Study shall include the current and anticipated electric power, steam, and hot water requirements of LiLE. The design of the capacity of the proposed plant shall include the currently available waste at the facility as well as other organic and municipal waste in the vicinity of the factory. In addition, the Contractor shall explore the potential for the utilization of renewable energy technologies such as solar for specific components of the facility. The Contractor shall investigate the full spectrum of currently available technologies and develop an optimum-sized facility that would be commercially viable and could be replicated in other parts of Nigeria.

## **PROJECT SPONSORS' CAPABILITIES AND COMMITMENT**

### **LADOL Integrated Logistics Enterprise, Lagos, Nigeria**

The DM has recommended a grant for a technical and financial Feasibility Study of a power plant for the LADOL Integrated Logistics Enterprise in Nigeria. LADOL is the first and only classified, custom-built Deep Offshore Logistics Base in Lagos, Nigeria, servicing the market West of the Niger Delta and the Deep Offshore. LADOL is in a Free Zone area since 2006 and is endorsed by the NNPC for its services.

LADOL is an ISPS certified facility providing customs clearance and processing of government documents on site through customs, immigration, NPA, NEPZA and other Nigerian Government agencies. Currently, LADOL services most major oil and gas companies and contractors.

LADOL's mission and vision are as follows:

#### **LADOL's Mission:**

- Design, build and operate the first logistics and fabrication support zone in Nigeria
- Provide engineering, logistics support and mega fabrication
- Serve Nigerian and West African markets
- Maximize Nigerian content
- Create 10,000s of new jobs
- Attract billions of US\$ in FDI of dollars and technology into Nigeria

#### **LADOL's VISION:**

- Become 1st of many Nigerian-owned and operated Deep offshore logistics and fabrication bases servicing the entire West African Market
- Become a hub for oil and gas services in Africa

In order to pursue its mission, LADOL has developed a multi-year business plan that would more than triple LADOL's capacity and significantly increase its market. The company has made the decision to install its own on-site power facility for up to 10 MW of power for its requirements. The owners of LADOL are personally involved in the management of the company and are committed to its growth and profitability. They have a highly qualified and committed work force and are fully capable of implementing the proposed USTDA grant. The DM worked with the top managers in the company and explained the USTDA grant requirements. LADOL management fully understands the requirements and is ready to implement the grant in accordance with USTDA requirements.

## **IMPLEMENTATION FINANCING**

The LADOL project is expected to result in a 10 MW biomass-to-electricity project with possible back up from other fuels including diesel. Based on similar plants in Japan, India, and Thailand, the total investment required for the proposed facility including waste collection, processing, and preparation is estimated at \$18-20 million. LiLE has developed a business plan that provides for a financing arrangement for the project as follows:

- Equity investment from the founders/owners of LiLE

- Additional equity from current shareholders and new investors
- Debt from local Nigerian banks

LiLE is very confident of being able to raise the necessary financing without going to the Government or international financing institutions. They have a strong position in market as they have invested over \$70 million in the facility since the founding of LiLE.

### U.S. EXPORT POTENTIAL

<p><b>Technical and Financial Feasibility Study for a Power Plant for the LADOL Integrated Logistics Enterprise in Nigeria</b></p> <p><b>Total Proposed Grant: \$459,250.00</b></p>	<p><b>\$18-20 Million in implementation costs</b></p>
<p><b>Type of Equipment and Services</b></p> <ul style="list-style-type: none"> <li>• Waste collection, processing and preparation systems</li> <li>• Turbines</li> <li>• Generators</li> <li>• Control Systems</li> <li>• Construction Management and Supervision Services and Ancillary Equipment (Including Solar Panels)</li> </ul> <p><b>TOTAL ANTICIPATED INVESTMENT</b></p>	<p>\$2 Million</p> <p>\$6-7 Million</p> <p>\$7 Million</p> <p>\$1-2 Million</p> <p>\$2 Million</p> <p><b>\$18-20 MILLION</b></p>

**Note: These estimates are based on (i) the final expected size of the proposed project to be determined by the feasibility study and (ii) order of magnitude estimates from information published by the industry.**

**Nigeria does not produce any of the equipment mentioned above nor does the country have skilled work force. Therefore, virtually all of the equipment and most of the services will need to be imported, putting the overall export potential around \$18-20 million. Conservatively speaking, the U.S. share of the export potential could be as much as 80 percent of the total or around \$14.5-16 million, mostly in services, turbines, generators, control systems, and ancillary equipment.**

**U.S. is worldwide leader in waste-to-energy technologies to power projects. Currently, there are over 300 such facilities in the country. In addition, the biogas to power utilizing biomass is a well-established technology worldwide. LADOL plans to develop a hybrid facility including the application of solar technology. U.S. industry is also very competitive in solar technology. Therefore, U.S. industry will be very competitive for this project.**

TYPE OF EQUIPMENT AND SERVICES	REPRESENTATIVE U.S. SUPPLIERS
Engineering, Design, and Construction Management Services	<ul style="list-style-type: none"> <li>• Burns &amp; Roe</li> <li>• Black &amp; Veatch</li> <li>• Montgomery Watson – Harza</li> <li>• PB Power</li> <li>• Riley Power – Danvers, MA</li> <li>• GE Energy – Sugar Land, TX</li> <li>• Johnson Controls – Glendale, WI</li> <li>• Siemens Industrial Controls – Johnson City, TN</li> <li>• Nature’s Furnace – Waukee, IA</li> <li>• Alternative Energy Solutions International, Inc. – Wichita, KS</li> <li>• The AES Corporation – Arlington, VA</li> <li>•</li> </ul>
Boilers, Anaerobic Digesters, Turbines and Pumps	<ul style="list-style-type: none"> <li>• Applied Technologies, Milwaukee, WI</li> <li>• Unison Solutions, Inc., Dubuque, IA</li> <li>• Capstone Turbines, Chatsworth, CA</li> <li>• Factory Sales and Engineering, Inc. – Covington, LA</li> <li>• Advanced Alternative Energy Corp. – Lawrence, KS</li> <li>• Biomass Combustion Systems – Princeton, MA</li> <li>• ECODYNAMICS, Inc. – Monte Vista, CO</li> <li>• Hurstboiler.com – Coolidge, GA</li> <li>• Cummins Power Generation Americas – Minneapolis, MN</li> <li>• Detroit Stoker – Monroe, MI</li> </ul>
Electrical Equipment, Transformers, Switchgears, and Related IT Systems	<ul style="list-style-type: none"> <li>• General Electric Company</li> <li>• Johnson Controls</li> <li>• IBM</li> <li>• Hewlett-Packard</li> <li>• Oracle</li> <li>• Pennsylvania Transformer Technology</li> </ul>
Controls and IT Systems	<ul style="list-style-type: none"> <li>• Honeywell Process Solutions: Jobe &amp; Company, Inc.</li> <li>• Oracle</li> <li>• General Electric Company</li> <li>• A number of smaller software companies</li> </ul>

### FOREIGN COMPETITION AND MARKET ENTRY ISSUES

Despite its technology superiority in the hydropower sector, wind power, biomass-to-energy systems, and power distribution management, U.S. industry faces considerable foreign competition throughout the world from European and Pacific Rim companies, especially Chinese firms.

In the hydropower sector, U.S. companies have been very competitive. However, they will face competition from firms from Scandinavian countries, China, and EdF of France. EdF has had strong linkages in Nigeria for several decades. Also for other reasons, European firms have had

a greater access to the developments in Nigeria than U.S. firms. Thus, U.S. firms would definitely face some competition from European firms.

Perhaps the greatest competition to U.S. firms will come from Chinese firms. During the mission, it became clear that Chinese firms supported by the Chinese government were very active in Nigeria. Many of the Chinese firms' offers do not materialize and the countries in Africa are now looking at Chinese proposals for hydropower plants more carefully. They are also recognizing that in many cases the Chinese proposals include reconstructed equipment and systems that on the surface offer a better value and cost advantage but lack long-term sustainability.

In the wind power sector, GE is the leader in the U.S. Recently, the top management of GE was in Nigeria expressing GE's strong interest in Nigeria's power sector across the full array of GE equipment and services including wind power. While we cannot confirm, GE's profits for wind power projects and other renewable energy systems and technologies exceeded a billion dollars in 2009. However, GE is very aware of the stiff competition that it faces from Vestas and Suzlon in wind power sector.

The U.S. is world leader in the biomass-to-power sector and U.S. industry has built over 800 biomass-to-energy systems worldwide. Therefore, U.S. industry will be very competitive in this sector. It does, however, face stiff competition from German and Scandinavian firms, especially Ogdan-Martin, a worldwide leader in waste-to-energy technologies.

From other work that CORE has done in the Nigeria, our analysis indicates that U.S. firms will have an uphill battle in competing for power projects in Nigeria. At the same time, the demand for new power projects in Nigeria is growing rapidly. The overall size of the market is very attractive despite the market barriers that U.S. companies face. Therefore, on the whole, our recommendation is for USTDA and other USG agencies to increase their engagement with U.S. firms to penetrate the growing power market in Nigeria.

## **DEVELOPMENTAL IMPACT**

### **1. Anticipated Development Impacts from the Proposed Projects**

As part of this DM, CORE International is recommending six power projects. Virtually, all of these projects will have significant development impacts in terms of new job creation and building the capacity and skills of Nigerian power sector managers and technicians.

The following types of development impacts are expected as a result of the implementation of these projects if they are found to be feasible and adequate financing is engineered:

- **Macroeconomic Impacts**  
These types of impact include overall economic impacts such as GDP growth, inflationary impacts, trade impacts, and other fiscal impacts
- **Microeconomic Impacts**  
Employment, income, income distribution, new industries development, etc.
- **Social Development Impacts**  
Population movements, development of new communities, capacity building and skills improvement, greater social opportunities, etc.

- **Technology Transfer Impacts**

Application of new technology in the old and antiquated power sector in Nigeria

Exhibit IV summarizes the anticipated development impacts of the proposed projects if they are implemented by the prospective grantees. These likely impacts are categorized in accordance with USTDA guidelines. The scopes of work prepared for the proposed feasibility studies and the technical assistance as part of this DM include a task on estimating development impacts in accordance with the specific guidelines provided by the USTDA.

## **2. Approaches to Tracking Development Impacts**

Measuring development impacts of infrastructure projects requires the collection of key economic and social data and information over a number of years after the projects are implemented. While some impacts such as number of jobs created, the increase in GDP, additional revenues generated, and other economic parameters can be measured with relative ease, other development impacts, especially social impacts are difficult to quantify. However, social development impacts can be measured through surveys of communities and population groups directly impacted by the projects. The following options are available to USTDA to ensure that the development impacts of activities funded by USTDA are measured over time:

1. Ensuring that there is a specific clause in the USTDA grants that places the responsibility of tracking and reporting specific development impacts on the grantees. Most grantees will generally resist this additional burden as they are already capacity constrained and have a shortage of qualified personnel. In some cases, the grantees may accept such requirements, but may be unable to comply with them. Therefore, while a theoretical option, the experience of other donors who have tried this (e.g., SIDA, Sweden and DfID, UK) has been that this approach generally delivers little results.
2. Another option is for USTDA to require U.S. contractors performing the feasibility studies funded under USTDA grants to track and report any development impacts of USTDA grants for a specified period beyond the completion of the contract (Technical Assistance or Feasibility Study), say two years. All scopes of work developed by DM contractors for any USTDA grant include a mandatory task on estimating development impacts from USTDA projects. This DM does not have a direct knowledge of how this process is working.
3. Another possible option for USTDA may be to have a separate instrument devoted entirely to tracking and reporting on development impacts of projects funded under USTDA grants. While USTDA is engaged in the process through both internal staff and an outside contractor, this effort may need to be expanded. Given the total number of actions funded by USTDA on an annual basis, an exercise to measure development impacts from all actions may simply not be feasible. Accordingly, some type of grouping may be desirable to extract and document the most visible and important development impacts from a selected set of USTDA actions.

Proposed USDA Grant Activity	<i>Type of Impact</i>	Description of the Impact
<p>Technical and Financial Feasibility Study for a Power Plant for the LADOL Integrated Logistics Enterprise in Nigeria</p>	<p><b><i>Infrastructure Related Impact</i></b></p>	<p>This project will have considerable infrastructure impacts, as the project will result in the expansion of the LADOL Logistics Facility. LADOL has planned to more than triple its services and develop additional housing, offices, warehouses and related facilities at the site. This project will not only increase the access of reliable electricity to LADOL, it will also demonstrate an environmentally clean power generation technology to other manufacturers in Nigeria. As a result of expansion of the LADOL facility the adjacent infrastructure would also increase. This would include waste collection and processing farms, access roads, and potentially housing in the area for the workers.</p>
	<p><b><i>Market-Oriented Reform</i></b></p>	<p>The implementation of the proposed project will result in considerable cost savings to LADOL in terms of avoided costs for purchase of electricity from the grid. In addition, LADOL will have direct cost savings in waste removal and disposal at its site for which it currently pays in access of US \$200,000 per year. This will make LADOL more competitive. A byproduct benefit of the project will be the environmental benefits to the community that currently suffers from poor and non-existent sound waste management practices.</p>
	<p><b><i>Human Capacity Building</i></b></p>	<p>There will be considerable human capacity building impact as a result of this project. U.S. contractor personnel will be working side by side with the experts from the Nigerian industry. In addition, this project has a strong replication potential for the construction of similar addition small-scale waste-to energy schemes in other parts of Nigeria. Thus, there will be direct capacity building of the Nigerian personnel in various technical and management areas related to biomass-to-energy plant construction and service delivery.</p>
	<p><b><i>Technology Transfer and Productivity Enhancement</i></b></p>	<p>Waste-to-energy technology is new in Nigeria. Despite a large potential of waste utilization to produce useful energy, the Nigerian industry has not deployed well demonstrated and commercially proven waste-to-energy technologies. The implementation of this project will have a</p>
	<p><b><i>Other</i></b></p>	<p>Waste-to-energy technology is new in Nigeria. Despite a large potential of waste utilization to produce useful energy, the Nigerian industry has not deployed well demonstrated and commercially proven waste-to-energy technologies. The implementation of this project will have a</p>

		<p>demonstration effect as it would very likely result in other similar projects elsewhere in the country</p> <p>The project will result in more than tripling of the logistics services at the LADOL Facility. LADOL has estimated that the project will result in more than doubling of the current employment at the facility and in the creation of additional disposable income. In addition, additional small business activities around the facility will surface to service the expanded facility.</p>
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### **IMPACT ON THE ENVIRONMENT**

The types of environmental impacts associated with the development and implementation of the proposed biomass-to-energy facility at the LADOL site will include the following:

- Land use impacts in and around the LADOL facility for the collection and processing of waste as input fuel including any potential dislocation of population and right of way issues
- Any potential impacts on water streams as a result of waste disposal
- Any impacts associated with any leakage of methane gas

None of the traditional environmental impacts often associated with fossil power plants the proposed project is a waste-to-energy project. In fact, the project will result in positive environmental impacts and a reduced carbon footprint. In addition, LADOL plans to deploy solar energy for its new housing facilities, office space, and warehouses. That would also have positive environmental impacts resulting from avoided diesel use for power captive generation.

### **IMPACT ON U.S. LABOR**

No U.S. jobs will be relocated as a result of USTDA providing any financial assistance to Nigeria. In fact, as projects funded by USTDA come to fruition, they will require potential imports of technology and equipment, most of which is manufactured by U.S. firms in facilities located in the U.S. Therefore, with this increase in demand for U.S. exports, these projects are expected to have a net positive impact on U.S. employment. Also, no relocation of U.S. jobs is expected as a result of USTDA providing funding for any of the proposed projects.

### **JUSTIFICATION**

The proposed grant will conduct a feasibility study of developing a 10 MW waste-to-energy power project at the LADOL Logistics Facility. This is a much-needed clean energy project and has the potential for wide-scale application throughout Nigeria as many companies face the same challenges due to poor quality of electricity. CORE International's justification for recommending this grant is as follows:

1. This study does not duplicate any activities currently underway or planned in the near future by any of the key donor agencies and donors — the French Government, the U.K. Government, the World Bank, African Development Bank, and others. In fact, the proposed study will accelerate the investment plans of the two major donors — the World

Bank and the African Development Bank as they focus on financing creative clean energy projects that have a potential for wide-scale replication and creating positive economic impacts.

2. The proposed study will significantly add to the potential demonstration of a proven technology to the Nigerian industry that will not only have economic and commercial benefits in Nigeria but also increase the country's energy security. LADOL has demonstrated that it will not only reduce its costs in terms of avoided diesel use but also improve its energy needs security through a clean energy initiative. The project will also produce a considerable amount of first grade fertilizer with a significant market value.
3. The proposed study will pave the way for leveraging private sector investors to become involved in the country's power sector.
4. Funding the proposed study will open a large power market to the U.S. industry in a sector where the U.S. industry has a well-documented track record of success.
5. The proposed project, even if implemented in phases, will open new market opportunities for a host of U.S. suppliers of various types of waste-to-power equipment and technology as discussed earlier in the report. U.S. firms have not done well in this sector in Nigeria. Therefore, this study offers an opportunity for market entry by interested U.S. firms.
6. Even if a part of the overall project is implemented it would lead to positive economic and developmental impacts in Nigeria, one of the poorest countries in Africa. New investment projects will create both employment in Nigeria in the near term and opportunities for exports for U.S. manufacturers in the longer term.
7. With increased opportunities for U.S. exports over time, the net impact on U.S. employment will be positive, as most of the equipment required for the project to be implemented subsequently is manufactured in plants located within the United States.
8. Waste-to-energy projects offer the potential for clean energy development. Therefore, the environmental impacts of the proposed project will be positive.
9. U.S. industry is not well placed in the Nigerian market despite attractive opportunities for the export of U.S. technology and equipment as Nigeria develops and builds new infrastructure. The proposed activity is, therefore, an important step to assist the U.S. industry in approaching this market.

**ANNEX 3**



**U.S. TRADE AND DEVELOPMENT AGENCY  
Arlington, VA 22209-2131**

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

**NATIONALITY:**

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

## 2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

## 3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

## **SOURCE AND ORIGIN:**

### 1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

### 2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

### 3) Definitions

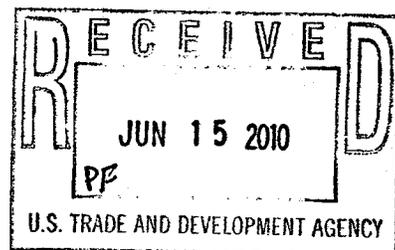
“Source” means the country from which shipment is made.

“Origin” means the place of production, through manufacturing, assembly or otherwise.

*Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.*

**ANNEX 4**

## GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and LADOL Integrated Logistics Free Zone Enterprise ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US \$460,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed LiLE Hybrid Renewable Power Plant ("Project") in Nigeria ("Host Country").

PDF: NG  
PM  
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MB  
ML  
NP

### 1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

CC: LZ  
PD  
JW

### 2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

### 4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

## 5. USTDA as Financier

### (A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* ([www.fedbizopps.gov](http://www.fedbizopps.gov)). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

### (B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

### (C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

### (D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

**(B) Contractor Invoice Requirements**

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

**7. Effective Date**

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

**8. Study Schedule**

**(A) Study Completion Date**

The completion date for the Study, which is June 1, 2011, is the date by which the parties estimate that the Study will have been completed.

**(B) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

## **9. USTDA Mandatory Clauses**

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

## **10. Use of U.S. Carriers**

### **(A) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

### **(B) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

## **11. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

## **12. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

### **13. Cooperation Between Parties and Follow-Up**

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

### **14. Implementation Letters**

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

### **15. Recordkeeping and Audit**

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

### **16. Representation of Parties**

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Chief Executive Officer. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

### **17. Addresses of Record for Parties**

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Chief Executive Officer  
LADOL Integrated Logistics Free Zone Enterprise  
Westminster House  
1601 Adeola Hopewell  
Victoria Island  
Lagos, Nigeria

Phone: +234 1 461 9711  
Electronic Mail: jadesimi\_amy@ladol.com

To: U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 10/11 1001  
Activity No.: 2010-11023A  
Reservation No.: 2010110028  
Grant No.: GH2010110009

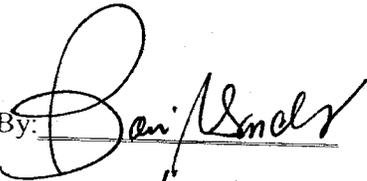
#### **18. Termination Clause**

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

IN WITNESS WHEREOF, the Government of the United States of America and LADOL Integrated Logistics Free Zone Enterprise, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the  
United States of America

For LADOL Integrated  
Logistics Free Zone Enterprise

By: 

By: 

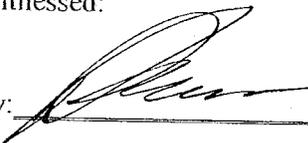
Date: 6/3/10

Date: 3<sup>rd</sup> June 2010

Witnessed:

Witnessed:

By: 

By: 

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

## Annex I

### **Terms of Reference**

The objective of this Study is to determine the technical and financial viability of constructing a 10 megawatt power plant at the Lagos Deep Offshore Logistics Base in the LADOL Free Zone in Nigeria. The Study shall make recommendations to the Grantee concerning the utilization of on-site industrial waste, municipal waste in the vicinity of the facility, and other renewable energy resources, such as solar, for specific parts of the facility. This Study shall focus on developing an optimal method for provision of 24 hour, reliable, and 100% redundant power to the Grantee.

#### **Task 1: Kick Off Meeting and Requirements Analysis**

- 1) The Contractor shall obtain and review information concerning the Grantee's current and anticipated power needs, and current and anticipated power generation capacity. This information shall be supplied by the Grantee.
- 2) The Contractor shall meet with the Grantee at the Grantee's facility in Nigeria to discuss the Study's goals and objectives.
- 3) The Contractor shall develop a Work Plan and Timetable for carrying out the Study in consultation with the Grantee.

*Task 1 Deliverable:* The Contractor shall prepare a report of all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

#### **Task 2: Energy Resource Assessment**

The purpose of Task 2 is to determine the quantity and quality of all available energy sources available to the Grantee. The Contractor's assessment shall reflect the Grantee's need for 100% redundancy for all electrical power systems. Therefore, the Contractor shall plan for a hybrid facility which shall include a back-up diesel-fired power plant that would available as required. The Contractor shall:

- 1) Conduct a detailed assessment of the full range of energy sources currently available to the Grantee.
- 2) Conduct a detailed assessment of the Grantee's potential for solar power generation for uses such as heating, ventilation and air conditioning systems, and the power needs of offices, depots, residential quarters, and recreation facilities at the Grantee's facility.
- 3) Conduct a detailed assessment of industrial waste streams, both within the Grantee's facility as well as other nearby waste streams. The Contractor's analysis shall consider:

- a) The cost currently incurred by the Grantee for disposal of waste generated on-site.
  - b) Other sources of economically available waste material, including the quantity and type of waste available, the feasibility of obtaining such waste, and the cost of obtaining waste.
- 4) Conduct a detailed assessment of anaerobic digester technologies to determine the optimum process for maximizing methane output and total gross power generating capacity.
  - 5) The Contractor shall recommend the ideal combination of energy sources and generation technologies to meet the Grantee's energy needs.

*Task 2 Deliverable:* The Contractor shall prepare a report of all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

### **Task 3: Preliminary Power Plant Design**

The Contractor shall develop a preliminary design for the Project that shall include a hybrid feed-through and multiple fuel boiler capability. The Contractor's design shall ensure 100% redundancy.

- 1) The Contractor shall prepare a schematic diagram of the recommended power plant design.
- 2) The Contractor shall make recommendations on the feasibility of providing steam and hot water needed for various parts of the facility from the recommended power plant design.
- 3) The Contractor shall make recommendations on reducing the Grantee's electricity needs through energy efficiency building and operation.
- 4) The Contractor shall identify and recommend specific technologies, equipment, and related hardware for the construction of the recommended power plant. The Contractor's recommendations shall include, at least: digesters, generators, boilers, crushers, turbines, transformers, switches, supervisory and control systems, and all balance-of-plant materials and other equipment required for the proposed plant. For each piece of recommended equipment, the Contractor shall provide contact information for qualified U.S. sources of supply.

*Task 3 Deliverable:* The Contractor shall prepare a report of all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

#### **Task 4: Project Cost Estimate**

- 1) Based on the Contractor's recommendations from Task 3 above, the Contractor shall develop a preliminary cost estimate for the Project including all equipment, labor, construction, and capital costs.
- 2) The Contractor shall develop estimates of annual operation and maintenance costs for the Project and perform a life-cycle-cost-analysis for the Project.

*Task 4 Deliverable:* The Contractor shall prepare a report of all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

#### **Task 5: Economic and Financial Assessment**

Based on the Project cost estimate from Task 4 above, the Contractor shall conduct a detailed economic and financial analysis of the Project using an internationally acceptable methodology for prospective lenders and investors. The Contractor's analysis shall include:

- 1) Estimated cost savings due to reduction of diesel usage.
- 2) Estimated cost savings from reduction in costs of waste handling and waste disposal.
- 3) The Contractor shall calculate both economic and financial internal rates of return (EIRR and FIRR) for the Project. The Contractor's analysis shall include "high", "middle", and "low" rates of return based on varying assumptions for the Project including, at a minimum: cost of capital, depreciation, price of electricity, price of diesel fuel, and price of waste. The Contractor shall clearly explain all assumptions made in this analysis.
- 4) The Contractor shall make recommendations on viable sources of financing for the Project. The Contractor's analysis shall include, at least: U.S. Ex-Im Bank, commercial lenders, multilateral development banks such as the World Bank and International Finance Corporation, supplier credit, and grant funding which may be available for renewable energy projects.

*Task 5 Deliverable:* The Contractor shall prepare a report of all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

#### **Task 6: Developmental Impact Assessment**

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The Assessment shall give emphasis to:

- 1) *Infrastructure*: improvements in the physical, financial, and social infrastructure of Nigeria.
- 2) *Technology Transfer and Productivity Improvements*: introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 3) *Human Capacity Building*: new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 4) *Market-Oriented Reforms*: transparency and private sector participation.
- 5) *Other/Spin-Off Effects*: any other developmental benefits derived from the Project including, for example, decreased use of diesel fuel, more reliable telecommunications, etc.

*Task 6 Deliverable*: The Contractor shall prepare a report of all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

#### **Task 7: Preliminary Environmental Impact Assessment**

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The World Bank typically classifies each project with respect to a specific category of environmental assessment requirement. The Contractor shall consult with the World Bank to determine the appropriate classification category for the project and carry out the preliminary assessment along these guidelines. Specifically, the assessment shall include, but is not limited to impact on air quality, water quality and water treatment issues, land use, population relocation, flora and fauna, and the overall environment. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor shall also develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage.

*Task 7 Deliverable*: The Contractor shall prepare a report of all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

#### **Task 8: Final Report**

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

## Annex II

### USTDA Mandatory Contract Clauses

#### A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and LADOL Integrated Logistics Free Zone Enterprise ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the feasibility study ("Study") for the LiLE Hybrid Renewable Power Plant ("Project") in Nigeria ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

#### B. USTDA as Financier

##### (1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

##### (2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not

bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

### **C. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

### **D. Recordkeeping and Audit**

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

### **E. U.S. Carriers**

#### **(1) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

**(2) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

**F. Workman's Compensation Insurance**

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

**G. Reporting Requirements**

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

**H. Disbursement Procedures**

**(1) USTDA Approval of Contract**

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

**(2) Payment Schedule Requirements**

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

### **(3) Contractor Invoice Requirements**

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

#### **(a) Contractor's Invoice**

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

##### **(i) For a mobilization payment (if any):**

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

##### **(ii) For contract performance milestone payments:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

##### **(iii) For final payment:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

#### **(b) Client's Approval of the Contractor's Invoice**

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

**(c) USTDA Address for Disbursement Requests**

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

**(4) Termination**

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

**I. USTDA Final Report**

**(1) Definition**

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

**(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

### **(3) Final Report Presentation**

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of

USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

#### **J. Modifications**

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

#### **K. Study Schedule**

##### **(1) Study Completion Date**

The completion date for the Study, which is June 1, 2011, is the date by which the parties estimate that the Study will have been completed.

## **(2) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

## **L. Business Practices**

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

## **M. USTDA Address and Fiscal Data**

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

### Fiscal Data:

Appropriation No.: 11 10/11 1001  
Activity No.: 2010-11023A  
Reservation No.: 2010110028  
Grant No.: GH2010110009

## **N. Definitions**

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

## **O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

**ANNEX 5**

## **Terms of Reference**

The objective of this Study is to determine the technical and financial viability of constructing a 10 megawatt power plant at the Lagos Deep Offshore Logistics Base in the LADOL Free Zone in Nigeria. The Study shall make recommendations to the Grantee concerning the utilization of on-site industrial waste, municipal waste in the vicinity of the facility, and other renewable energy resources, such as solar, for specific parts of the facility. This Study shall focus on developing an optimal method for provision of 24 hour, reliable, and 100% redundant power to the Grantee.

### **Task 1: Kick Off Meeting and Requirements Analysis**

- 1) The Contractor shall obtain and review information concerning the Grantee's current and anticipated power needs, and current and anticipated power generation capacity. This information shall be supplied by the Grantee.
- 2) The Contractor shall meet with the Grantee at the Grantee's facility in Nigeria to discuss the Study's goals and objectives.
- 3) The Contractor shall develop a Work Plan and Timetable for carrying out the Study in consultation with the Grantee.

*Task 1 Deliverable:* The Contractor shall prepare a report of all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

### **Task 2: Energy Resource Assessment**

The purpose of Task 2 is to determine the quantity and quality of all available energy sources available to the Grantee. The Contractor's assessment shall reflect the Grantee's need for 100% redundancy for all electrical power systems. Therefore, the Contractor shall plan for a hybrid facility which shall include a back-up diesel-fired power plant that would be available as required. The Contractor shall:

- 1) Conduct a detailed assessment of the full range of energy sources currently available to the Grantee.
- 2) Conduct a detailed assessment of the Grantee's potential for solar power generation for uses such as heating, ventilation and air conditioning systems, and the power needs of offices, depots, residential quarters, and recreation facilities at the Grantee's facility.
- 3) Conduct a detailed assessment of industrial waste streams, both within the Grantee's facility as well as other nearby waste streams. The Contractor's analysis shall consider:
  - a) The cost currently incurred by the Grantee for disposal of waste generated on-site.
  - b) Other sources of economically available waste material, including the quantity and type of waste available, the feasibility of obtaining such waste, and the cost of obtaining waste.

- 4) Conduct a detailed assessment of anaerobic digester technologies to determine the optimum process for maximizing methane output and total gross power generating capacity.
- 5) The Contractor shall recommend the ideal combination of energy sources and generation technologies to meet the Grantee's energy needs.

*Task 2 Deliverable:* The Contractor shall prepare a report of all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

### **Task 3: Preliminary Power Plant Design**

The Contractor shall develop a preliminary design for the Project that shall include a hybrid feed-through and multiple fuel boiler capability. The Contractor's design shall ensure 100% redundancy.

- 1) The Contractor shall prepare a schematic diagram of the recommended power plant design.
- 2) The Contractor shall make recommendations on the feasibility of providing steam and hot water needed for various parts of the facility from the recommended power plant design.
- 3) The Contractor shall make recommendations on reducing the Grantee's electricity needs through energy efficiency building and operation.
- 4) The Contractor shall identify and recommend specific technologies, equipment, and related hardware for the construction of the recommended power plant. The Contractor's recommendations shall include, at least: digesters, generators, boilers, crushers, turbines, transformers, switches, supervisory and control systems, and all balance-of-plant materials and other equipment required for the proposed plant. For each piece of recommended equipment, the Contractor shall provide contact information for qualified U.S. sources of supply.

*Task 3 Deliverable:* The Contractor shall prepare a report of all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

### **Task 4: Project Cost Estimate**

- 1) Based on the Contractor's recommendations from Task 3 above, the Contractor shall develop a preliminary cost estimate for the Project including all equipment, labor, construction, and capital costs.
- 2) The Contractor shall develop estimates of annual operation and maintenance costs for the Project and perform a life-cycle-cost-analysis for the Project.

*Task 4 Deliverable:* The Contractor shall prepare a report of all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

#### **Task 5: Economic and Financial Assessment**

Based on the Project cost estimate from Task 4 above, the Contractor shall conduct a detailed economic and financial analysis of the Project using an internationally acceptable methodology for prospective lenders and investors. The Contractor's analysis shall include:

- 1) Estimated cost savings due to reduction of diesel usage.
- 2) Estimated cost savings from reduction in costs of waste handling and waste disposal.
- 3) The Contractor shall calculate both economic and financial internal rates of return (EIRR and FIRR) for the Project. The Contractor's analysis shall include "high", "middle", and "low" rates of return based on varying assumptions for the Project including, at a minimum: cost of capital, depreciation, price of electricity, price of diesel fuel, and price of waste. The Contractor shall clearly explain all assumptions made in this analysis.
- 4) The Contractor shall make recommendations on viable sources of financing for the Project. The Contractor's analysis shall include, at least: U.S. Ex-Im Bank, commercial lenders, multilateral development banks such as the World Bank and International Finance Corporation, supplier credit, and grant funding which may be available for renewable energy projects.

*Task 5 Deliverable:* The Contractor shall prepare a report of all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

#### **Task 6: Developmental Impact Assessment**

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The Assessment shall give emphasis to:

- 1) *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 2) *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 3) *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 4) *Market-Oriented Reforms:* transparency and private sector participation.

- 5) *Other/Spin-Off Effects*: any other developmental benefits derived from the Project including, for example, decreased use of diesel fuel, more reliable telecommunications, etc.

*Task 6 Deliverable*: The Contractor shall prepare a report of all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

### **Task 7: Preliminary Environmental Impact Assessment**

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The World Bank typically classifies each project with respect to a specific category of environmental assessment requirement. The Contractor shall consult with the World Bank to determine the appropriate classification category for the project and carry out the preliminary assessment along these guidelines. Specifically, the assessment shall include, but is not limited to impact on air quality, water quality and water treatment issues, land use, population relocation, flora and fauna, and the overall environment. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor shall also develop plans for a full environmental impact assessment if and when the project moves forward to the implementation stage.

*Task 7 Deliverable*: The Contractor shall prepare a report of all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

### **Task 8: Final Report**

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

#### Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

**ANNEX 6**

## COMPANY INFORMATION

### A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
  
  
  
  
  
  
  
  
  
  
2. Year established (include predecessor companies and year(s) established, if appropriate).
  
  
  
  
  
  
  
  
  
  
3. Type of ownership (e.g. public, private or closely held).
  
  
  
  
  
  
  
  
  
  
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
  
  
  
  
  
  
  
  
  
  
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Feasibility Study.
  
  
  
  
  
  
  
  
  
  
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

**B. Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

**C. Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.

2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

**D. Offeror's Representations**

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_ . The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of \_\_\_\_\_. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**E. Subcontractor Profile**

1. Name of firm and business address (street address only), including telephone and fax numbers.
  
  
  
  
  
  
  
  
  
  
2. Year established (include predecessor companies and year(s) established, if appropriate).

**F. Subcontractor's Representations**

If any of the following representations cannot be made, or if there are exceptions, the subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
  
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_