

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

SUPPLEMENTARY PUMP STATION FOR THE NILE

Submission Deadline: **12:00pm NOON**
LOCAL TIME
JUNE 24, 2010

Submission Place: DR. TAREK ALI SHARAF
CHAIRMAN OF MED
MECHANICAL & ELECTRICAL DEPARTMENT
3 TAFTESH EL-RAI STREET
SHOBRA ELMEZALAT
CAIRO EGYPT
202 22 06 92 93

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.

Any and all questions pertaining to the content of the RFP should be sent to Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$277,774 to the Ministry of Water Resources and Irrigation of Egypt (the "Grantee") in accordance with a grant agreement dated March 31, 2010 (the "Grant Agreement"). USTDA has provided a grant to the Grantee for a Supplementary Pump Station for the Nile Technical Assistance (TA) program. 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 TA.

1.1 BACKGROUND SUMMARY

The TA is intended to address the critical need for water resources in the West Delta region of the Nile. The successful implementation of the project will promote pumping systems to supplement the water supply to ensure MWRI meets the critical water needs of the region.

Most of the agriculture in the Arab Republic of Egypt occurs in approximately 3% of the country's land area primarily in the Nile Valley and the Delta Region. Agriculture is a vital part of Egypt's economy and provides employment for approximately 29% of the population, makes up 14% of the country's GDP and 35% of its exports. Accordingly, massive irrigation projects have been built to support the population and sustain the agriculture sector. The Ministry for Water Resources and Irrigation (MWRI) currently operates 1,650 pumping stations throughout Egypt to support the growing Egyptian population.

In addition to the urban growth around the cities such as Cairo and Alexandria, the growth around the thousands of small villages in the Nile Valley and the Delta has resulted in the reduction of agricultural land. To compensate for this loss, the Government of Egypt (GOE) has supported commercial farmers by reclaiming desert lands. In particular, the GOE has identified an area of approximately 107,000 hectares in the West Delta of the Nile that has experienced significant agricultural growth and supports a population of some 500,000, many of whom are engaged in the agricultural sector.

The West Delta Region is irrigated based on two main water sources: surface water from the Nile River through a series of water channels starting from diversion canals to the branch canals, and distributaries and ground water based in the aquifer in the West Delta. However, the rapid growth in the region has excessively depleted ground water resources while also deteriorating water quality (e.g., increased salinity).

To address the water needs in the West Delta, the installation of a new pump station to transport water from the Nile to the West Delta region has been funded by the World Bank. This plan, to be implemented by MWRI is designed to offset the withdrawal of groundwater with surface water from the Nile. This project will not only increase the agricultural production, but will also provide additional employment opportunities and expand residential land for Egypt's rapidly expanding population.

In addition to the World Bank project, a supplementary pump station is required to transport water from the Rosetta Branch of the Nile to replace the abstracted water from the

World Bank pumping project. The supplementary pump station will not only help replace the diverted water, but will also be used to improve the irrigation situation in other areas in the West Delta. The TA involves a technical, financial, economic and environmental assessment of the supplementary pump station in the West Delta region of the Nile. The TA will involve the preparation of the preliminary design and equipment specifications as well as the bid package components to allow MWRI to launch an international tender.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

The Terms of Reference (TOR) for this TA 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\$277,774. **The USTDA grant of \$277,774 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\$277,774 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 the Supplementary Pump Station for the Nile Technical Assistance.

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 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission 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 TA.

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 TA.

2.5 PROJECT FUNDING SOURCE

The TA will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$277,774.

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:

DR. TAREK ALI SHARAF, CHAIRMAN OF MED, MECHANICAL & ELECTRICAL DEPARTMENT, 3 TAFTESH EL-RAI STREET, SHOBRA ELMEZALAT, CAIRO EGYPT, 202 22 06 92 93

An Original and eight (8) copies of your proposal must be received at the above address no later than 12:00pm NOON, on JUNE 24, 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, TA 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\$277,774, 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 TA.
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 TA 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 TA. 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. 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 _____.
2. 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.
3. 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 2 above.
4. 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.
5. 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. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

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 TA and to perform the TA. 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 TA. 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 TA.

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 TA.

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 TA. 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 TA 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:

Water Supply Engineering and Operations Experience (15%)

Firm or team's relevant water sector experience including studies, design, procurement, construction, training, operations, and maintenance with mid-size to large water distribution systems and facilities.

Specific Experience with Pump Station Design and Specifications (30%)

Firm or team's relevant experience and demonstrated capabilities in pump station hydraulic, mechanical, and electrical design and specifications.

Adequacy of Proposal (20%)

Adequacy of contractor's work plan and approach responding to the terms of reference including methods for each principal work activity.

Regional Qualifications (10%)

Experience of contractor on similar projects in Egypt and/or other MENA countries.

Qualifications and Experience of Firm or Team's Key Staff (25%)

Capabilities and demonstrated experience of key positions such as project manager, hydraulic engineer, mechanical engineer, and electrical engineer. The proposal should also include an organization chart of key personnel, and a proposed work plan that indicates the staffing schedule for each task.

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

Price will not be a factor in contractor selection.

ANNEX 1

DR. TAREK ALI SHARAF, CHAIRMAN OF MED, MECHANICAL & ELECTRICAL DEPARTMENT, 3 TAFTESH EL-RAI STREET, SHOUBRA ELMEZALAT, CAIRO EGYPT, 202 22 06 92 93

B: SUPPLEMENTARY PUMP STATION FOR THE NILE TECHNICAL ASSISTANCE

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Supplementary Pump Station for the Nile Technical Assistance. 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 technical assistance for a supplementary pump station for the Nile.

The TA is intended to address the critical need for water resources in the West Delta region of the Nile. The successful implementation of the project will promote pumping systems to supplement the water supply to ensure MWRI meets the critical water needs of the region.

Most of the agriculture in the Arab Republic of Egypt occurs in approximately 3% of the country's land area primarily in the Nile Valley and the Delta Region. Agriculture is a vital part of Egypt's economy and provides employment for approximately 29% of the population, makes up 14% of the country's GDP and 35% of its exports. Accordingly, massive irrigation projects have been built to support the population and sustain the agriculture sector. The Ministry for Water Resources and Irrigation (MWRI) currently operates 1,650 pumping stations throughout Egypt to support the growing Egyptian population.

In addition to the urban growth around the cities such as Cairo and Alexandria, the growth around the thousands of small villages in the Nile Valley and the Delta has resulted in the reduction of agricultural land. To compensate for this loss, the Government of Egypt (GOE) has supported commercial farmers by reclaiming desert lands. In particular, the GOE has identified an area of approximately 107,000 hectares in the West Delta of the Nile that has experienced significant agricultural growth and supports a population of some 500,000, many of whom are engaged in the agricultural sector.

The West Delta Region is irrigated based on two main water sources: surface water from the Nile River through a series of water channels starting from diversion canals to the branch canals, and distributaries and ground water based in the aquifer in the West Delta. However, the rapid growth in the region has excessively depleted ground water resources while also deteriorating water quality (e.g., increased salinity).

To address the water needs in the West Delta, the installation of a new pump station to transport water from the Nile to the West Delta region has been funded by the World Bank. This plan, to be implemented by MWRI is designed to offset the withdrawal of groundwater with surface water from the Nile. This project will not only increase the agricultural production, but will also provide additional employment opportunities and expand residential land for Egypt's rapidly expanding population.

In addition to the World Bank project, a supplementary pump station is required to transport water from the Rosetta Branch of the Nile to replace the abstracted water from the World Bank pumping project. The supplementary pump station will not only help replace the diverted water, but will also be used to improve the irrigation situation in other areas in the West Delta. The TA involves a technical, financial, economic and environmental assessment of the supplementary pump station in the West Delta region of the Nile. The TA will involve the preparation of the preliminary design and equipment specifications as well as the bid package components to allow MWRI to launch an international tender.

The U.S. firm selected will be paid in U.S. dollars from a \$277,774 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

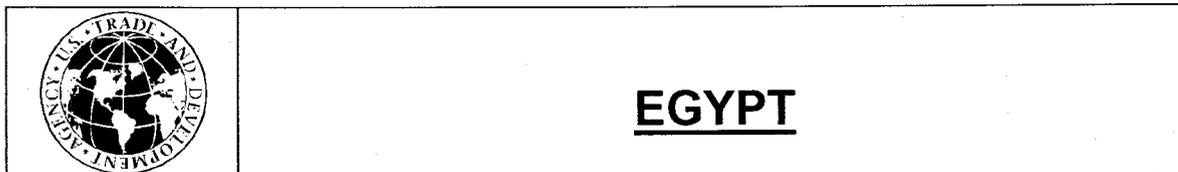
A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/USTDA/FedBizOpps/RFP/rfpform.asp>. 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 12:00pm NOON, JUNE 24, 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

ANNEX 2

DEFINITIONAL MISSION REPORT



4. EGYPT OVERVIEW

4.1 Overview of Egypt

The Arab Republic of Egypt is located in the northeastern corner of the African continent. With a land area of approximately 1 million km², it is bordered in the north by the Mediterranean Sea, Israel and the Red Sea to the east, Sudan to the south, and Libya to the west (Figure 3). The geography of Egypt can be summarized by two major features: the Nile River and desert. The Egyptian population was ~81.7 million in 2008 and is growing at a rate of 1.68% per year. Egypt's population has doubled since 1985. Most of its inhabitants reside along the Nile and the Delta region where the Nile branches out before discharging to the Mediterranean.

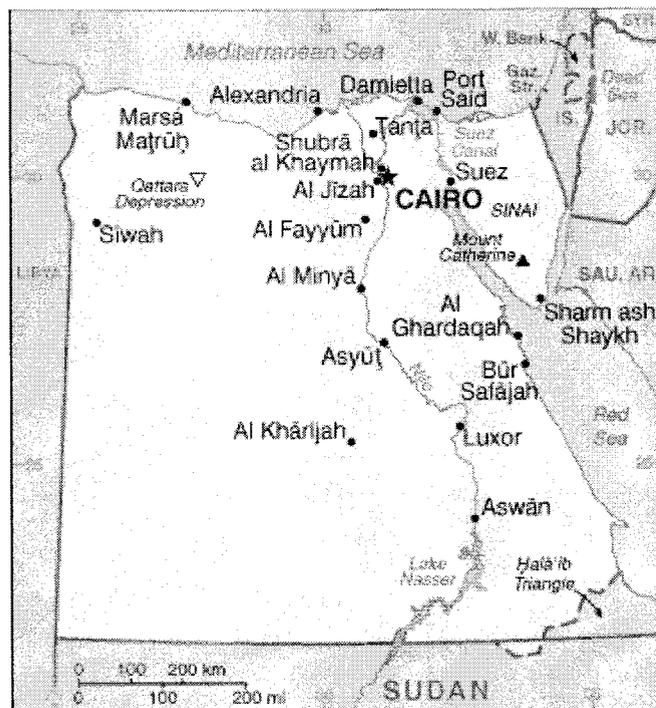


Figure 3 – Map of the Arab Republic of Egypt

Egypt's location has major geopolitical importance with its position on the end of the Red Sea and its control of ship traffic through the Suez Canal.

The Republic of Egypt received its independence from the British in 1922. Mohamed Hosni Mubarak has been Egypt's president since 14 October 1981. The Republic's head of government is Prime Minister Ahmed Mohamed Nazif (since 9 July 2004). The Egyptian cabinet is appointed by the president. The election of the president is by popular vote for six-year terms with no term limits. A national referendum in May 2005 approved a constitutional amendment that changed the presidential election to a multicandidate popular vote; previously the president was nominated by the People's Assembly and the nomination was validated by a national, popular referendum.

Egypt's economy was highly centralized during the rule of former President Gamal Abdel Nasser but has opened up considerably under former President Anwar El-Sadat and current the current President. In the period 2004 to 2008, the Government of Egypt aggressively pursued economic reforms to attract foreign investment and facilitate GDP growth, but further economic reforms have been postponed because of the global economic situation. The international economic downturn slowed Egypt's GDP growth to 4.5% in 2009, predominately affecting export-oriented sectors, including manufacturing and tourism. Unemployment is rising. In 2009 the government implemented a \$2.7 billion stimulus package favoring infrastructure projects and export subsidies, and is considering up to \$3.3 billion in additional stimulus spending in 2010 to mitigate the slowdown in economic growth. Despite high levels of economic growth over the past few years, living conditions for the average Egyptian remain poor.

The seven economic regions of Egypt include:

- Cairo;
- Alexandria;
- Delta;
- Suez Canal;
- Northern Upper Egypt (e.g., Beni Suef, Menia, Fayoum)
- Assiut; and
- Southern Upper Egypt (e.g., Aswan, Qena).

The two largest cities are Cairo (the capital) with a population of nearly 20 million and Alexandria with about 2 million people. The most significant economic sector is agriculture followed by the industrial and service sectors. The main agricultural crops are rice, sugar cane, wheat, cotton, maize, barley, citrus fruits, sugar beets, and vegetables.

Egypt's has a dry equatorial climate except for the far north with its moderately warm Mediterranean climate. Summers are warm to hot and dry; winters are moderately cool with limited rainfall increasing at the coast. The wettest area in Egypt is Alexandria, but even there the average precipitation is only 20 cm / year.

4.2 Water Sector in Egypt

Egypt is considered a water scarce country. Renewable water is limited to the Nile River and some minor precipitation in the north along the Mediterranean coast for an estimated total of approximately 57 billion m³ / year. Water is supplied via a very large canal network running from the Nile and its tributaries in the Nile Delta region. Drainage from agricultural run-off and wastewater leads back to the Nile and the Mediterranean. Water demand is estimated at roughly 70 billion m³ / year with approximately 85% of this going to agricultural use. This rate exceeds the available water resources; the demand is met through internal water reuse via drainage and re-entry to the Nile. To increase the amount of irrigation water, drainage water is blended in pumping stations with canal water and used for irrigation of cultivated land. An estimated 5 billion m³ / year of drainage water is captured in the Delta and reused. To date, seawater desalination has not been significant due to the relatively high cost of operation. Some units have been installed along the Mediterranean and Red Sea for drinking water supplies.

Only 3% of Egypt's surface area has been cultivated for agriculture and nearly all of this is attributable to the Nile and the ability to irrigate nearby land from the Nile and its canals. Egypt has main, secondary, and tertiary canals. The endpoint is at the farmers' irrigation systems. Most irrigation is surface type (~ 82%), followed by drip (~ 10%), and sprinkler (~ 8%). Most of the agriculture in the Arab Republic of Egypt occurs in approximately 3% (~30,000 km²) of the land area of the country which is found in the Nile Valley and the Delta Region. Agriculture is a vital part of Egypt's economy and provides employment for approximately 29% of the population, makes up 14.1% of the GDP, and accounts for approximately 35% of the exports. Since agriculture is so vital, and the rainfall so low, massive irrigation projects have been built, operated and maintained to support the population and sustain the economy.

With the urban growth around the largest cities (Cairo and Alexandria) as well as the growth around the thousands of small villages in the Nile Valley and the Delta, the reduction of agricultural land has been a negative result. The Government of Egypt (GOE) plans to continue reclaiming desert land to accommodate population growth and economic expansion. To do so will require delivery of Nile water to these desert areas. To compensate for this loss, the GOE has supported commercial farmers by reclaiming desert lands.

Water reuse via wastewater treatment is being considered in Egypt. The government has established a list of classifications for plants and crops that can be irrigated with treated municipal wastewater. These are published as Egyptian Code Table No. 5-1 from which Table 7 is adapted. In addition, Egypt has established water quality standards (Egypt Code Table No. 4-2) for the use of treated municipal wastewater in agriculture. These are shown in Table 8.

Table 7

Classification of Plants and Crops Irrigable with Treated Municipal Wastewater

Grade	Agricultural Group	Example of Crops
A Tertiary Treatment	G1-1: Plants and trees grown for greenery at tourist villages and hotels	Grass, cacti, ornamental palms, wood trees, shade trees
	G1-2: Plants and trees grown for greenery inside residential areas in new cities	Grass, cacti, ornamental palms, wood trees, shade trees
B Secondary Treatment	G2-1: Fodder/ feed crops	Sorghum species
	G2-2: Trees producing fruits with peels	Trees processed for fruit such as lemon, mango, date palm, and almonds
	G2-3: Trees used for green belts around cities and afforestation of highways and roads	Casuarina, camphor, oleander, fruit-producing trees, date palms, olive trees
	G2-4: Nursery plants	Wood trees, ornamental plants, fruit trees
	G2-5: Rose / cut flowers	Local rose, eagle rose, gladiolus
	G2-6: Fiber crops	Flax, jute, hibiscus, sisal
C Primary Treatment	G2-7: Mulberry (for silk production)	Japanese mulberry
	G3-1: Industrial oil crops	Jjoba and jatropa
	G3-2: Wood trees	Kaya, camphor

Table 8
Standards of Treated Municipal Wastewater to Be Reused in Agriculture

Requirements	Parameters	Treatment Grade B
Maximum physical and chemical standards of treatment plant effluent	Biological Oxygen Demand (BOD)	< 60 mg/L
	Suspended Solids (SS)	< 50 mg/L
Maximum limit for the biological standards of treatment plant effluent	Fecal coliform	< 5000 mg/L
	Nematode egg or cell count	< 1 mg/L

5. EGYPT WATER SECTOR PROJECTS

5.1 West Nile Delta Supplemental Pumping Station

During the DM Consultant's visit to Egypt and in particular a meeting with the Ministry of Water Resources and Irrigation, a planned project was identified. The Ministry for Water Resources and Irrigation (MWRI) now operates 1650 pumping stations, 742 of which are large (2-75 m³/sec). Many of these are in need of maintenance and / or updating. New pumping stations are also needed. In particular, the GOE has identified an area (see Figure 4) of approximately 107,000 hectares to the north (~60 km) of Cairo and to the west of the Nile Delta that have experienced significant agricultural growth. This area has a population of some 500,000, many of whom are engaged in the agricultural sector.

5.1.1 Project Description

The West Delta Region is irrigated based on two main water sources: surface water from the Nile River through a series of water channels starting from diversion canals to the branch canals and distributaries and ground water based in the aquifer in the West Delta. However, the rapid growth has excessively depleted ground water resources while also deteriorating water quality (e.g., increased salinity). The increasing groundwater abstraction has also resulted in an increase in pumping costs.

To address the water needs in the West Delta, a proposed project including the installation of a new pump station to transport water from the Nile to the West Delta region has been funded by The World Bank. This plan, to be implemented by MWRI is designed to offset the withdrawal of groundwater with surface water. This project will not only increase the agricultural production, but will also provide additional employment opportunities and expand residential land for Egypt's rapidly expanding population.

As a part of the project (but not in The World Bank loan), another pump station ("supplementary pump station") is required to abstract water from the Rosetta Branch (from

the Nile) at kilometer 83.50 to the Rayah El-Nasery (at kilometer 71.77 - downstream of the main pump station) to replace the abstracted water. In addition, the supplementary pump station (SPS) will be used to improve the irrigation situation in other areas in the West Delta. The maximum rated flow for the SPS is 12.0 million m³/day (140 m³/sec) at a static head of 8-10 m. To meet the water demand, a flow of 60-70 m³/sec is required at start-up with an increase to 70 – 80 m³/sec within 4 – 5 years following construction. The planned outlet of the SPS is a culvert crossing structure under the railway and the Rayah El-Behary feeding an open channel until it reaches the Rayah El-Nasery. A control system is required to control flows from the SPS to counter the withdrawal associated with the main pumping station from the Rayah El-Nasery.

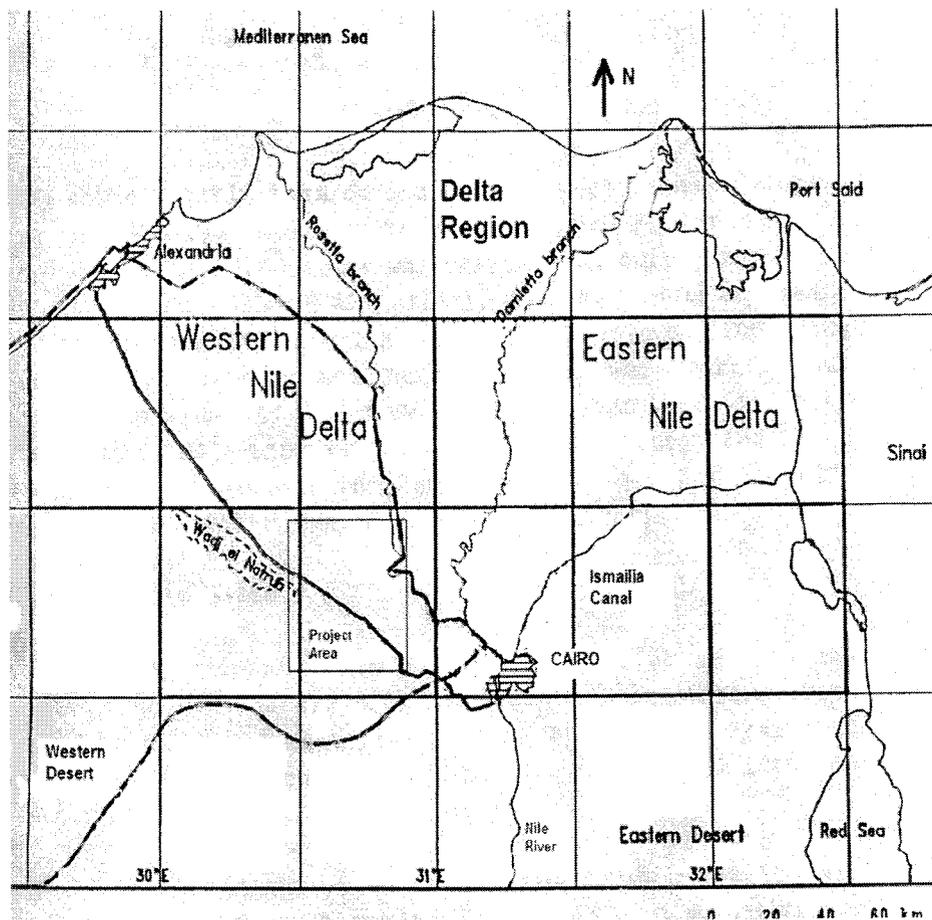


Figure 4 – Location of West Delta Project Area

The MWRI has already completed initial planning and conceptual design work associated with the SPS. These prior efforts will serve as the basis for the next steps of the SPS project which are the development of the preliminary design and preparation of portions of the tender documentation which will be used in the subsequent design / build stage.

5.1.2 Project Sponsor's Capabilities and Commitment

The GOE is committed to constructing the SPS as it will be needed to replace water withdrawn from the Nile by the main pumping station funded by The World Bank loan. The Mechanical and Electrical Department of the Ministry of Water Resources and Irrigation has purview over the project. The World Bank has also indicated the importance of the SPS project which must be completed in conjunction with the main pumping station.

5.1.3 Implementation Financing

Although not specifically identified, the Mechanical and Electrical Department indicated that financing for the project is covered. The SPS was not included in The World Bank loan as other resources have been identified, including internal budgeting.

5.1.4 U.S. Export Potential

The most likely U.S. equipment and service exports would include pumps, control systems, and engineering support. Examples of U.S. companies which can provide such equipment and services are included in Confidential Appendix A.

A conceptual estimate of the potential export value for the project is provided in Table 9 below. Note that most of the pumping station civil works is not included in the potential export total as this would be furnished locally.

<i>Unit Item</i>	<i>Estimated Cost (Million USD)</i>	<i>Estimated Export Potential (Million USD)</i>
Control Systems	3-5	4-5
Installed Pumps (10 Vertical Column)	15	15
Spare Pump	1.5	1.5
Civil works (Concrete / Piping / Valves)	25 - 30	1 - 1.5
Design Engineering	1	1
Misc. Equipment	1-2	1-2
TOTAL	48 - 55	23 - 26

5.1.5 Foreign Competition/Market Entry Issues

EU companies have had a strong foothold in the water sector market in Egypt, especially the Swiss, French, Germans, and Italians. Extensive loans have been made through European banks such as the European Investment Bank, Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH, and Kreditanstalt für Wiederaufbau (KfW) which has

provided a platform for EU companies. The Finns, Japanese, and Chinese are among other countries which are in the market in Egypt. There appears to be a strong interest in U.S. firms, although the potential project sponsor indicated that they did not have a good experience with some (but not all) U.S. pump companies.

5.1.6 Developmental Impact

The SPS project is a part of a much larger project which will allow development away from the major cities of Cairo and Alexandria. It will provide additional agricultural development to support the increasing population of these growth areas. The SPS will provide the necessary water balance at multiple points in the Nile, by replacing the water extracted by the main pump station.

5.1.7 Impact on the Environment

The SPS is not expected to have a negative environmental impact other than the moderate impact during the course of construction (e.g., suspension of sediment, temporary changes in water levels, etc.) which can be minimized by exercising appropriate mitigation measures. The World Bank is aware of the need for the SPS and has not raised any concerns with respect to environmental impacts from its installation; rather they recognize the need for the SPS in balancing water distribution in the Nile Delta.

5.1.8 Impact on U.S. Labor

No negative impacts on U.S. labor are anticipated through the implementation of the SPS. If anything, should one or more U.S. companies be awarded any aspects of the project, the result would be a positive impact on U.S. labor with potential job creation.

5.1.9 Qualifications

Should USTDA fund this technical assistance, proposals should be evaluated and scored according to the evaluation criteria as follows:

Water Supply Engineering and Operations Experience (15%)

Firm or team's relevant water sector experience including studies, design, procurement, construction, training, operations, and maintenance with mid-size to large water distribution systems and facilities.

Specific Experience with Pump Station Design and Specifications (30%)

Firm or team's relevant experience and demonstrated capabilities in pump station hydraulic, mechanical, and electrical design and specifications.

Adequacy of Proposal (20%)

Adequacy of contractor's work plan and approach responding to the terms of reference including methods for each principal work activity.

Regional Qualifications (10%)

Experience of contractor on similar projects in Egypt and/or other MENA countries.

Qualifications and Experience of Firm or Team's Key Staff (25%)

Capabilities and demonstrated experience of key positions such as project manager, hydraulic engineer, mechanical engineer, and electrical engineer. The proposal should also include an organization chart of key personnel, and a proposed work plan that indicates the staffing schedule for each task.

5.1.10 Justification

The participation of USTDA with this technical assistance is easily justified as the project would help leverage U.S. companies in the water sector market in Egypt and it would contribute to one of the essential tasks (design and specifications development) for the project.

5.1.11 Recommendations

The DM Consultant strongly recommends that USTDA fund this technical assistance immediately due to the timing for the project by the project sponsor.

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 TA 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 TA 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 the Ministry of Water Resources and Irrigation of Egypt ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$277,774 ("USTDA Grant") to fund the cost of goods and services required for a technical assistance ("TA") on the proposed Supplementary Pump Station for the Nile ("Project") in Egypt ("Host Country").

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 TA ("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.

2. Terms of Reference

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

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). 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 TA. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA 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 TA. 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 TA 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 TA 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. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is January 31, 2012, is the date by which the parties estimate that the TA 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 TA 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 TA 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 TA 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 TA 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 Chairman of the Mechanical and Electrical Department at the Ministry of Water Resources and Irrigation. 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: Dr. Mohamed Nasr El Din Allam
Minister, Ministry of Water Resources and Irrigation

Ministry Building
5th Floor
Cornishe El-Nil, Imbab
Giza, Egypt
PO Box 12666
Phone: 202 544 9420
Fax: 202 544 9470
Email: allam@mwri.gov.eg

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 Commercial 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.:2010-21010A
Reservation No.:2010210007
Grant No.:GH 2010 210004

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 TA, 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.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and the Ministry of Water Resources and Irrigation of Egypt, 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

Margaret Alkhalidi
By: 3/31/2010

Date: 3/31/2010

Witnessed:

By: *Adam J. [Signature]*

For the Ministry of Water
Resources and Irrigation of Egypt

Sharaf T.
By: Dr. Tarek Sharaf

Date: March 31, 2010

Witnessed:

By: *[Signature]*
31/31/2010

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

Introduction

To address the water needs in the West Delta, a supplementary pump station (SPS) is required to abstract water from the Rosetta Branch from the Nile to replace abstracted water from a planned World Bank pumping project. The goal of the technical assistance (TA) is to develop a preliminary design and prepare components of the tender documents which will be used in the subsequent design and build stage. The TA shall entail the development of the preliminary design and specifications associated with the pumps, and electrical and mechanical aspects of the SPS. The following tasks are to be completed:

Task 1 - Project Kickoff

The Contractor shall travel to Cairo to meet with Grantee for a kick-off meeting. During the meeting, the Contractor shall undertake the following:

1. Review the objectives of the technical assistance;
2. Review and discuss the conceptual design documents which have been prepared to date (e.g., from Cairo University and the Grantee) such as process flow diagrams, site layout, etc.;
3. Establish the limits of the technical assistance, which shall be performed consistent with these terms of reference. The Contractor shall not be involved in the design for the site work, piping, channel flow, etc.
4. Collect available data and background information that will be used in the basis of preliminary design such as survey data; seasonal stream flow and depth fluctuations; water quality data (total dissolved solids, suspended solids, fecal coliform, nitrates, phosphates, etc.);
5. Identify and collect any additional data required for preparing the preliminary design
6. Review the need for sediment control at the pump intake;
7. Visit the planned location of the planned SPS, which is planned for the Western Nile Delta;
8. Establish a preliminary draft technical schedule; and
9. Establish lines of communication and reporting with the Grantee.

Task 2 - Preparation of Preliminary Design

In consultation with the Grantee, the Contractor shall establish key parameters that shall determine the specifications to be used in subsequent design preparation. These shall include, but are not limited to:

1. Confirmation of values for required capacity (based on projected water demand over the design life of the pump station);
2. Average and peak flows;
3. Key elevations;
4. Pump station and intake locations; and
5. Water quality.

Deliverable: A memorandum shall be prepared by the Contractor that analyzes the key parameters above.

The Contractor shall prepare a preliminary design for the pump(s) and intake equipment that shall include the following:

1. Process and instrumentation diagrams;
2. Preliminary site plan;
3. Equipment layout, including intake structure; and
4. Hydraulic profile of the pump system.

The Contractor shall develop a major equipment list including:

1. Pump size, capacity, and type selection;
2. Materials of construction for both the pump and intake structure;
3. Process control for operations (e.g., SCADA);
4. HVAC requirements; and
5. Qualified U.S. vendors list.

Deliverable: The Contractor shall prepare a memorandum with attachments that includes the prepared drawings above and equipment list. The Contractor shall also prepare the final design criteria for the electrical and mechanical design associated with the pumps. All design parameters shall be documented with appropriate data, assumptions, and calculations. A draft basis of design report including the results of Task 2 shall be prepared by the Contractor for review by the Grantee. A final deliverable shall be prepared by the Contractor incorporating the Grantee comments.

Task 3 – Preparation of Equipment Specifications

The Contractor shall prepare specifications for the SPS pumps, controls, and mechanical equipment. The specifications shall be sufficient to allow qualified suppliers to bid on required equipment.

Deliverable: The Contractor shall prepare a memorandum detailing the required equipment specification for submission to the Grantee.

Task 4 – Preparation of Select Bid Package Components

The Contractor shall prepare draft documents for inclusion in the tender for the SPS. These shall include:

1. Bidding Documents: A description of the SPS; bidder qualifications; the invitation to bid; instruction to bidders; bid forms and bid bond which ensures that the selected Contractor for implementation will perform the work.
2. Contract Forms: The form of agreement between the SPS project owner and the bidder, a proof of insurance form and a proof of bond form.
3. General Requirements: A summary of the SPS project that covers the owner and Bidder rights, the responsibilities of each, the implementation Contractor duties, payment schedule, work inspection, quality control, submittals and project closeout.
4. Special Conditions: any special requirements or conditions for the SPS project.
5. Technical Specifications for pumps, controls, and mechanical equipment: description of the quality of the materials including the type and quality of equipment to be used in the project; performance specifications; proprietary specifications (stating actual model, type, and make of required equipment or equivalent); and any reference specifications (to a standard established for a material or test method showing the methods of fabrication, installation, and erection).

Task 5 – Developmental Impact Analysis

The Contractor shall report on the potential development impact of the Project in Egypt. While specific focus should be paid to the immediate impact of the specific Project, the Contractor shall include, where appropriate, any additional developmental benefits of the Project, including spin-off, demonstration, and implementation effects. The analysis of potential benefits should be as concrete and detailed as possible. The developmental impact factors are intended to provide the Grantee and other interested parties with a broader view of the Project's potential effects. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

- a.) Infrastructure: A description of the infrastructure created as result of Project implementation.
- b.) Market-Oriented Reform: A description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.
- c.) Human Capacity Building: The number and type of positions that have been or will likely be created as a result of the Project.
- d.) Technology Transfer and Productivity Enhancement: A description of any advanced technologies that have been implemented during or may be implemented as a result of the Project. The Contractor shall also provide a description of any efficiency that has or would be gained through the implemented technologies.

- e.) Other: any other developmental benefits to the Project, including any spin-off or demonstration effects.

Task 6 – Preliminary Environmental Impact

The Contractor shall conduct a preliminary review of the Project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies (such as the World Bank). This review shall identify potential negative impacts, discuss the extent to which they can be mitigated and develop plans for a full environmental impact assessment if and when the Project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to completion of the technical assistance and prior to the Project's implementation. The review shall also include:

- a.) A description of the positive and negative environmental impacts during construction and operation.
- b.) An evaluation of anticipated improvements in water supply that would result following installation of the Project.
- c.) A description of national environmental standards, mitigation measures and organizational responsibilities.
- d.) Specification of possible permits and/or other related requirements for the Project.

Task 7 – Final Report

The Contractor shall prepare and provide a comprehensive Final Report for submission to the Grantee and to USTDA, which shall contain all findings, recommendations, and conclusions of the Study, and shall incorporate all other documents and/or reports provided pursuant to Tasks 1 through 6 above. The Final Report shall be a substantive and comprehensive report of work performed to carry out all of the tasks set forth in the Terms of Reference and shall include, among others, an Executive Summary and all deliverables. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement. The Final Report shall also include a comprehensive list of suppliers, including potential sources of US equipment and services and clear, quantitative developmental impacts associated with the implementation of the study.

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 the Ministry of Water Resources and Irrigation of Egypt ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the technical assistance ("TA") for the Supplementary Pump Station for the Nile project ("Project") in Egypt ("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 TA 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 TA 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 TA 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 TA. 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. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is January 31, 2012, is the date by which the parties estimate that the TA 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 TA. 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 TA 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.: 2010-21010A
Reservation No.: 2010210007
Grant No.: GH 2010 210004

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

Introduction

To address the water needs in the West Delta, a supplementary pump station (SPS) is required to abstract water from the Rosetta Branch from the Nile to replace abstracted water from a planned World Bank pumping project. The goal of the technical assistance (TA) is to develop a preliminary design and prepare components of the tender documents which will be used in the subsequent design and build stage. The TA shall entail the development of the preliminary design and specifications associated with the pumps, and electrical and mechanical aspects of the SPS. The following tasks are to be completed:

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2. Review and discuss the conceptual design documents which have been prepared to date (e.g., from Cairo University and the Grantee) such as process flow diagrams, site layout, etc.;
3. Establish the limits of the technical assistance, which shall be performed consistent with these terms of reference. The Contractor shall not be involved in the design for the site work, piping, channel flow, etc.
4. Collect available data and background information that will be used in the basis of preliminary design such as survey data; seasonal stream flow and depth fluctuations; water quality data (total dissolved solids, suspended solids, fecal coliform, nitrates, phosphates, etc.);
5. Identify and collect any additional data required for preparing the preliminary design
6. Review the need for sediment control at the pump intake;
7. Visit the planned location of the planned SPS, which is planned for the Western Nile Delta;
8. Establish a preliminary draft technical schedule; and
9. Establish lines of communication and reporting with the Grantee.

Task 2 - Preparation of Preliminary Design

In consultation with the Grantee, the Contractor shall establish key parameters that shall determine the specifications to be used in subsequent design preparation. These shall include, but are not limited to:

1. Confirmation of values for required capacity (based on projected water demand over the design life of the pump station);
2. Average and peak flows;
3. Key elevations;
4. Pump station and intake locations; and

5. Water quality.

Deliverable: A memorandum shall be prepared by the Contractor that analyzes the key parameters above.

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2. Preliminary site plan;
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4. Hydraulic profile of the pump system.

The Contractor shall develop a major equipment list including:

1. Pump size, capacity, and type selection;
2. Materials of construction for both the pump and intake structure;
3. Process control for operations (e.g., SCADA);
4. HVAC requirements; and
5. Qualified U.S. vendors list.

Deliverable: The Contractor shall prepare a memorandum with attachments that includes the prepared drawings above and equipment list. The Contractor shall also prepare the final design criteria for the electrical and mechanical design associated with the pumps. All design parameters shall be documented with appropriate data, assumptions, and calculations. A draft basis of design report including the results of Task 2 shall be prepared by the Contractor for review by the Grantee. A final deliverable shall be prepared by the Contractor incorporating the Grantee comments.

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The Contractor shall prepare specifications for the SPS pumps, controls, and mechanical equipment. The specifications shall be sufficient to allow qualified suppliers to bid on required equipment.

Deliverable: The Contractor shall prepare a memorandum detailing the required equipment specification for submission to the Grantee.

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The Contractor shall prepare draft documents for inclusion in the tender for the SPS. These shall include:

1. Bidding Documents: A description of the SPS; bidder qualifications; the invitation to bid; instruction to bidders; bid forms and bid bond which ensures that the selected Contractor for implementation will perform the work.

2. Contract Forms: The form of agreement between the SPS project owner and the bidder, a proof of insurance form and a proof of bond form.
3. General Requirements: A summary of the SPS project that covers the owner and Bidder rights, the responsibilities of each, the implementation Contractor duties, payment schedule, work inspection, quality control, submittals and project closeout.
4. Special Conditions: any special requirements or conditions for the SPS project.
5. Technical Specifications for pumps, controls, and mechanical equipment: description of the quality of the materials including the type and quality of equipment to be used in the project; performance specifications; proprietary specifications (stating actual model, type, and make of required equipment or equivalent); and any reference specifications (to a standard established for a material or test method showing the methods of fabrication, installation, and erection).

Task 5 – Developmental Impact Analysis

The Contractor shall report on the potential development impact of the Project in Egypt. While specific focus should be paid to the immediate impact of the specific Project, the Contractor shall include, where appropriate, any additional developmental benefits of the Project, including spin-off, demonstration, and implementation effects. The analysis of potential benefits should be as concrete and detailed as possible. The developmental impact factors are intended to provide the Grantee and other interested parties with a broader view of the Project's potential effects. The Contractor shall provide estimates of the Project's potential benefits in the following areas:

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- b.) Market-Oriented Reform: A description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.
- c.) Human Capacity Building: The number and type of positions that have been or will likely be created as a result of the Project.
- d.) Technology Transfer and Productivity Enhancement: A description of any advanced technologies that have been implemented during or may be implemented as a result of the Project. The Contractor shall also provide a description of any efficiency that has or would be gained through the implemented technologies.
- e.) Other: any other developmental benefits to the Project, including any spin-off or demonstration effects.

TASK 6 – PRELIMINARY ENVIRONMENTAL IMPACT

The Contractor shall conduct a preliminary review of the Project's anticipated impact on the environment with reference to local requirements and those of multilateral lending agencies (such as the World Bank). This review shall identify potential negative impacts, discuss the extent to which they can be mitigated and develop plans for a full environmental impact

assessment if and when the Project moves forward to the implementation stage. This includes the identification of steps that will need to be undertaken by the Grantee subsequent to completion of the technical assistance and prior to the Project's implementation. The review shall also include:

- a.) A description of the positive and negative environmental impacts during construction and operation.
- b.) An evaluation of anticipated improvements in water supply that would result following installation of the Project.
- c.) A description of national environmental standards, mitigation measures and organizational responsibilities.
- d.) Specification of possible permits and/or other related requirements for the Project.

TASK 7 – FINAL REPORT

The Contractor shall prepare and provide a comprehensive Final Report for submission to the Grantee and to USTDA, which shall contain all findings, recommendations, and conclusions of the Study, and shall incorporate all other documents and/or reports provided pursuant to Tasks 1 through 6 above. The Final Report shall be a substantive and comprehensive report of work performed to carry out all of the tasks set forth in the Terms of Reference and shall include, among others, an Executive Summary and all deliverables. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement. The Final Report shall also include a comprehensive list of suppliers, including potential sources of US equipment and services and clear, quantitative developmental impacts associated with the implementation of the study.

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

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 TA 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 TA. 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. 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 _____.

2. 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.
3. 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 2 above.
4. 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.
5. 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. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____