**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

<table>
<thead>
<tr>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NO.</th>
<th>5. MODIFICATION NO.</th>
<th>6. SOLICITATION NO.</th>
<th>7. SOLICITATION ISSUE DATE</th>
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<tr>
<td>623-C-00-05-00345-00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>09-23-2005</td>
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<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL:</th>
<th>a. NAME</th>
<th>b. TELEPHONE NO. (No Collect Calls)</th>
<th>c. OFFER DUE DATE/LOCAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mr. Samuel S. Kiranga</td>
<td>22-2668503</td>
<td>09-27-2005/9:00 a.m.</td>
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</tbody>
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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>USAID/REDSO/ESA</td>
<td></td>
<td>UNRESTRICTED OR</td>
<td>SEE SCHEDULE</td>
<td></td>
<td></td>
<td>RFQ/RFP/IFB</td>
</tr>
<tr>
<td>Regional Acquisition &amp; Assistance Office</td>
<td></td>
<td>SMALL BUSINESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.O Box 629, Village Market</td>
<td></td>
<td>EMERGING SMALL BUSINESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nairobi 00621</td>
<td></td>
<td>HUBZONE SMALL BUSINESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>15. DELIVER TO</th>
<th>16. ADMINISTERED BY</th>
<th>17. CONTRACTOR/OFFEROR</th>
<th>18. PAYMENT WILL BE MADE</th>
<th>19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regional Acquisition &amp; Assistance Office</td>
<td>A to Z Textile Mills Ltd.</td>
<td>USAID/Tanzania</td>
<td></td>
</tr>
<tr>
<td>Zanzibar Malaria Control Programme</td>
<td>P.O Box 945</td>
<td>686 Old Bagamoyo Road</td>
<td>686 Old Bagamoyo Road</td>
<td></td>
</tr>
<tr>
<td>Ministry of Health - Zanzibar</td>
<td>Arusha</td>
<td>P.O Box 9130</td>
<td>Dar es Salaam</td>
<td></td>
</tr>
<tr>
<td>Migombani Street</td>
<td>Tanzania</td>
<td>Tanzania</td>
<td>Tanzania</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Olyset Long Lasting Insecticide Nets. Rectangular Medium</td>
<td>33,333</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>size Height 150 cm, Length 180 cm Width 160 cm. Color = Blue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packaging: Olyset bag with instructions in English and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kiswahili. USAID, ZMCP, CDC and The Global Fund logos to be</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>printed in color on the bags for the bednets across the</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>bottom of the bags, equal size.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete delivery to be made as from December 1, 2005 to</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>December 14, 2005.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPTION ITEMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specifications as above.</td>
<td>96,667</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>You will be advised within 90 days if we will make an order</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part of this order could also be delivered to Pemba.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The exact quantity to be known at the time of exercising the option.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
BPC:DC08-05-29621-KZ83: APP:725/61095
RCN:T056036; EKN:T52049; PEN:01

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.

28. CONTRACT REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN IS ACCEPTED AS TO ITEMS:

30. SIGNATURE OF OFFEROR/CONTRACTOR

31. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

32. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

33. DATE SIGNED

34. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

35. DATE SIGNED

STANDARD FORM 1449 (REV. 3/2005)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT UsABLE

Prescribed by GSA - FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN

- [ ] RECEIVED
- [ ] INSPECTED
- [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

36. PAYMENT

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECD (YY/MM/DD)

42d. TOTAL CONTAINERS
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SECTION B - CONTINUATION BLOCK

SPECIFICATIONS

Description: Olyset® Long Lasting Insecticidal Nets

Size: Retangular - Medium sized
Height 150 cm
Length 180 cm
Width 160 cm

Color: Blue

Packaging: Olyset bag with instructions in English and Kiswahili
USAID, ZMCP, CDC and The Global Fund Logos to be printed in color on the bags for the nets, equal size across the bottom of the bags. See the sample logo below.
SECTION C - CONTRACT CLAUSES

C.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE  (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

52.233-4 Applicable Law for Breach of Contract Claim OCT 2004

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]


[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

SECTION C

[] (ii) Alternate I (MAR 1999) of 52.219-5.

[] (iii) Alternate II (JUNE 2003) of 52.219-5.


[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (iii) Alternate II (MAR 2004) of 52.219-6.


[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[] (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (OCT 2001) of 52.219-9.

[] (iii) Alternate II (OCT 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (JUNE 2003) of 52.219-23.

[] (iii) Alternate II (OCT 1998) of 52.219-23.


[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)

[] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).


[X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).


SECTION C


[] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[] (ii) Alternate I (AUG 2000) of 52.222-9 (42 U.S.C. 6962(i)(2)(C)).


[] (ii) Alternate I (JAN 2004) of 52.225-3.
[] (iii) Alternate II (JAN 2004) of 52.225-3.


[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


[] (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).


[] (ii) Alternate I (APR 2003) of 52.247-64.
SECTION C

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]


(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.


SECTION C


(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).


(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.211-6  BRAND NAME OR EQUAL (AUG 1999).

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.
The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

None.
SECTION E - SOLICITATION PROVISIONS

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</td>
<td></td>
</tr>
</tbody>
</table>

E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

52.232-31 INVITATION TO PROPOSE FINANCING TERMS OCT 1995

E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Ability to provide required goods.
2. Ability to deliver within the Schedule time frame.
3. Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.
ATTACHMENTS

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ] TIN: ____________________.
[ ] TIN has been applied for.
[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other ____________________.

(5) Common parent.
ATTACHMENTS

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name ____________________.

TIN ____________________.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

1. Small business concern. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

2. Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

3. Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

4. Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

5. Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

6. Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

7. Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

8. Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

   (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.

   (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
ATTACHMENTS

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: __________________________.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--
ATTACHMENTS

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_________________.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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<thead>
<tr>
<th>Line Item No</th>
<th>Country of Origin</th>
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(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israel Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israel Act, is included in this solicitation.)

    (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israel Act."

    (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israel Act."

    END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS:

    | Line Item No | Country of Origin |
    |--------------|-------------------|
    |              |                   |
    |              |                   |
    |              |                   |

    [List as necessary]

    (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israel Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

    Other Foreign End Products:

    | Line Item No | Country of Origin |
    |--------------|-------------------|
    |              |                   |
    |              |                   |
    |              |                   |

    [List as necessary]

    (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

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<th>Line Item No.</th>
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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Country of Origin</th>
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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, 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, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced orIndentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin
ATTACHMENTS

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website. (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs **********.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.

01

3. EFFECTIVE DATE

See block 16c

4. REQUISITION/PURCHASE REQ. NO.

6210011-3-50027 Am 1

7. ADMINISTERED BY

USAID/REDSO/ESA

Regional Acquisition & Assistance Office
P.O. Box 629, Village Market
Nairobi 00621

8. NAME AND ADDRESS OF CONTRACTOR

A to Z Textile Mills Ltd
P.O. Box 945
Arusha
Tanzania

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

BPC: DCD6-06-29621-RGB3; APP: 726/71095; RCN: T066001
ECN: T542001; PEN: 01 Amount Obligated: $580,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise the option to buy additional Olyset Long Lasting Insecticide Net the quantity being 96,667 pieces, as provided in the Contract.

The specific changes are as follows:
1. Block 20, SCHEDULE OF SUPPLIES/SERVICES
   i) Insert the following language on line 9:
   "This Contract will be posted on the 'President's Malaria Initiative (PMI) website."
   ii) Block 26: TOTAL AWARD AMOUNT:
   - Delete "$199,998" and in lieu thereof insert "$780,000".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. CONTRACTOR/OFFEROR

(Original or person authorized to sign)

Sylvestor Kazi

15B. UNITED STATES OF AMERICA

BY

(Original or person authorized to sign)

Gary C. Juste

Regional Contracting Officer

STANDARD FORM 30 (REV. 10-83)
SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. ACQUISITION NO: 10810011-1-50547
2. ACQUISITION CODE: 10810011-1-50547
3. SOLICITATION NO: 10810011-1-50547
4. HABILITATION NO: 10810011-1-50547

SCHEDULE OF SUPPLIES/GOODS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Gilet Loop Lasting Tissue Aute. Rectangular Medium</td>
<td>33,333</td>
<td>$59,998.00</td>
<td>$1,999,988.00</td>
</tr>
<tr>
<td>02</td>
<td></td>
<td>96,667</td>
<td>$48,002.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AMOUNT: $1,999,988.00

S.Y. NAZI: EXPORT MANAGER

SOLICITATION NO: 10810011-1-50547
ACQUISITION NO: 10810011-1-50547

Dated: 09/28/05

Authorizing Officer: S.Y. NAZI
Manager: 09/28/05

Printed by SCS - PAG 08/30/98

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