			OR COMMERCIAL 5 12, 17, 23, 24, & 3			1. REQUISITION 6210011-3		27	BPA NO.	
2. CONTRACT NO 623-C-00). -05-00345-00	3. AWARD/EFFECTIVE DATE	DATE 4. ORDER NO. MODIFICATION NO.			5. SOLICITATION NO. 623-P-05-056				TATION ISSUE DATE
7. FOR SOLICITION INFORMATION		a.NAME Mr. Samuel S.	Kiranga			b. TELEPHONE N 22-2668503	Collect Calls)	TIME 0	DUE DATE/LOCAL 19-27-2005 :00 a.m	
	Acquisition & Ass 629, Village Marke		CODE	UNRES	S ACQUISITION IS UNRESTRICTED OR SET ASIDE: 0 % FOR: SMALL BUSINESS HUBZONE SMALL SHARING SMALL BUSINESS					
11. DELIVERY FO TION UNLESS E MARKED	R FOB DESTINA- BLOCK IS CHEDULE	12. DISCOUNT TERMS		R/	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION					
						X	RFQ IFE		RFP	
Ministry	Malaria Control F r of Health - Zanzi ii Street	_	CODE	Regi P.O	D/REDSO/ES			tance Offic	CODI e	
P.O. Box Arusha Tanzania	extile Mills Ltd.	FACIL	LITY CODE	USAI 686 P.O.	D/Tanzania Old Bagama Box 9130 es Salaam	a			CODI	E
TELEPHONE NO. 17b. CHECK	IF REMITTANCE IS DIFFEREN	Γ AND PUT SUCH ADDRESS IN	NOFFER	18b. SUBMIT IN	NVOICES TO ADE	DRESS SHOWN IN		18a UNLESS BLOC	K BELOW I	S CHECKED
19. ITEM NO.		20. SCHEDULE OF SUF	PPLIES/SERVICES		21 QUAN			23. UNIT PRICE		24. AMOUNT
01	Olyset Long Lasting Insecticide Nets. Rectangular Me size Height 150 cm, Length180 cm Width 160 cm. Color Packaging: Olyset bag with instructions in English a Kiswahili. USAID, ZMCP, CDC and The Global Fund logo printed in color on the bags for the bednets across bottom of the bags, equal size. Complete delivery to be made as from December 1, 200 December 14, 2005.			= Blue nd s to be the	33,	333				
01	Part of this opti	s above. sed within 90 days on order could al sy to be known at	Pemba.	96,	667					
25 ACCOUNTING	(Use Reverse	and/or Attach Additional Sheets	as Necessary)					26 TOTAL AWAR	O AMOUNT	(For Govt. Use Only)
BPC:DCD% RCN:T056	:-05-29621-KG83; A :036; ECN:T552049;	PEN:01								
=			12-4. FAR 52.212-3 AND 52.212-			X AR		ARE NOT ATTACI		
28. CONTRACTOR TO ISSUING FORTH OR	ACT/PURCHASE ORDER INCO R IS REQUIRED TO SIGN THIS I OFFICE. CONTRACTOR AGRE DITHERWISE IDENTIFIED ABOV AND CONDITIONS SPECIFIED	DOCUMENT AND RETURN EES TO FURNISH AND DELIVE E AND ON ANY ADDITIONAL S			AWARD OF CON DATED 5), INCLUDING	ITRACT: REFERE	NCE		R ON SOLIC	OFFER CITATION (BLOCK
30a. SIGNATURE	OF OFFEROR/CONTRACTOR			31a. UNITED S	TATES OF AMER	RICA (SIGNATURE	OF CON	NTRACTING OFFICE	≣R)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael Rossman Regional Contracting Officer						

19. ITEM NO.		20. SCHEDULE OF SU	IPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
32a. QUANTITY IN	COLUMN 21 HAS BI	EEN							
RECEIVED	INSP	ECTED ACCEPTED, AND	CONFORMS TO THE CONTRAC	CT, EXCEPT AS	NOTED:				
32b. SIGNATURE C	OF AUTHORIZED GO	OVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING ADD	RESS OF AUTHORI	ZED GOVERNMENT REPRESENTATIVE		32f. TE	LEPHONE NUMBER OF AU	JTHORIZED GOV	ERNMENT REPRES	SENTATIVE	
				32g. E-	MAIL OF AUTHORIZED GO	OVERNMENT REF	PRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRE	CT 36. PA	AYMENT 37. CHECK NUMBER			37. CHECK NUMBER	
PARTIAL	FINAL				COMPLETE PAR	TIAL	FINAL		
38. S/R ACCOUNT	NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY						
·		IT IS CORRECT AND PROPER FOR PAY	/MENT 41c. DATE	42a. RECEIVE	ED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)					
			Page	42c. DATE RE 2 of 21	C'D (YY/MM/DD)	42d. TOTA	L 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:
 - (1)52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2)52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (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.]
- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 - [] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- [] (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).
- [] (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- [] (ii) Alternate I (MAR 1999) of 52.219-5.
- [] (iii) Alternate II (JUNE 2003) of 52.219-5.
- [] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (OCT 1995) of 52.219-6.
- [] (iii) Alternate II (MAR 2004) of 52.219-6.
- [] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- [] (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.
- [] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - [] (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] (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
 - [X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
 - [X] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- [] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

- [] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- [] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [] (21)52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- [] (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
 - [] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - [] (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- [] (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
 - [] (ii) Alternate I (JAN 2004) of 52.225-3.
 - [] (iii) Alternate II (JAN 2004) of 52.225-3.
 - [] (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [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).
 - [] (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 - [] (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- [X] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - [X] (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [] (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - [] (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - [] (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
 - [] (ii) Alternate I (APR 2003) of 52.247-64.

- (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.]
 - [] (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).
- (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.
 - (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi)52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (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.

C.5 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

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.

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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.

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

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.

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.

does not have an office or place of business or a

(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 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:

(Check one of the following):

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).

(Check one of the follow)	6).
Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51100	\$1,000,001\$2 million
101250	\$2,000,001\$3.5 million
251500	\$3,500,001\$5 million
501750	\$5,000,001\$10 million
7511,000	\$10,000,001\$17 million
Over 1,000	Over \$17 million
Small Disadvantaged Busines	olicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for s Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-porting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror r	epresents that either
(A) It [] is, [] is not ce	rtified by the Small Business Administration as a small disadvantaged business concern and

(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.

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

- (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--

(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 ActSupplies, 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 ActSupplies."
(2) Foreign End Products:
Line Item No Country of Origin

623-C-00-05-00345-00 ATTACHMENTS	
[List as necessary]	
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.	
(g)(1) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate. (Applies only if the claus 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act, is included in this solicitation.)	e at FAR
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of is a domestic end product and that the offeror has considered components of unknown origin to have been me produced, or manufactured outside the United States. The terms "component," "domestic end product," "end "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy America Trade AgreementsIsraeli Trade Act."	ined, l product,"
(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexic Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American ActFr AgreementsIsraeli Trade Act":	
END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI PRODUCTS:	END
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 paragrap of this provision) as defined in the clause of this solicitation entitled "Buy American ActFree Trade Agreer Trade Act." The offeror shall list as other foreign end products those end products manufactured in the Unite do not qualify as domestic end products.	nentsIsraeli
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 Pro	oducts:
Line Item No.	
(List as necessary	·)
	ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to 225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph provision:
	or certifies that the following supplies are Canadian end products or Israeli end products as defined in citation entitled "Buy American ActFree Trade AgreementsIsraeli Trade Act":
Canadian or Israe	eli End Products:
Line Item No	Country of Origin
[List as necessary]	
(4) Trade Agreeme solicitation.)	ents Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this
	rtifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Sntry end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror sh products.	nall list as other end products those end products that are not U.Smade or designated country, end
Other End Produc	ets:
Line Item No	Country of Origin

623-C-00-05-00345-00 ATTACHMENTS
[List as necessary]
(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.Smade 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.Smade 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 or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.
Listed End Product

Listed Countries of Origin

- (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.

[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 certifica-tion(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/MODIF	ICATION OF CONTRA	CT	BPA NO.		1. CONTRACT ID CODE	OF PAGE
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. RE	QUISITION/PURCHASE REC	Q. NO.		
01	See block 16c	62	10011-3-50027 An	n 1		
6. ISSUED BY CODE		7. AD	MINISTERED BY (If other t	than Item		_
USAID/REDSO/ESA Regional Acquisition & Assistance Offi P.O Box 629, Village Market Nairobi 00621	ce	1	JSAID/REDSO/ESA Regional Acquisi P.O Box 629, Vil Nairobi 00621		COI & Assistance Office Market	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State	and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION	ON NO.
A to Z Textile Mills Ltd P.O. Box 945 Arusha					9B. DATED (SEE ITEM 11)	
Tanzania					10A. MODIFICATION OF CONTRA 623-C-00-05-00345-0	
CODE	FACILITY CODE			Х	10B. DATED (SEE ITEM 13) 09-28-2005	
11. THIS ITEM	ONLY APPLIES TO	AME	NDMENTS OF S	OLIC	CITATIONS	
(a) By completing Items 8 and 15, and returning offer submitted; or (c) By separate letter or telegram with KNOWLEDGMENT TO BE RECEIVED AT THE PLACE RESULT IN REJECTION OF YOUR OFFER. If by virtuit by telegram or letter, provided each telegram or letter rand date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required)	nich includes a reference to the Roman and the solicit makes reference to the solicit	he sol ECEI sire to ation	icitation and amendm PT OF OFFERS PRIC change an offer alre and this amendment,	nent nu OR TO ady su and is	Imbers. FAILURE OF YOU THE HOUR AND DATE S Ibmitted, such change may received prior to the open	JR AC- PECIFIED MAY be made
BP(C:DCD6-06-29621-KG83; N:T562001, PEN:01	Amou	nt Obligated:\$5	80,00		
	PLIES ONLY TO MODI THE CONTRACT/ORD					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITE	114 ARE MADE IN THE CO	NTRACT	ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAI		ANGES	(such as changes in p	paying of	fice, appropriation date, etc.)	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURS	UANT TO AUTHORITY OF:		Office of The	tro	USAID/TANZANIA	
D. OTHER (Specify type of modification and authority) FAR	52.217-7		Date		29/01	p.
E. IMPORTANT: Contractor is not, x is	required to sign this docume	ent an	d return 3	_ copie	es to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UC	CF section headings, including solicitation	on/contr	ict subject matter where feas	sible.)		
The purpose of this modification is to quantity being 96,667 pieces, as provi The specific changes are as follows: 1. Block 20, SCHEDULE OF SUPPLIES/SER i) Insert the following language "This Contract will be posted ii) Block 26: TOTAL AWARD AMOUNT - Delete "\$199,998" and in lie	VICES on line 9: on the 'President's i	Mala	ria Initiative (icide Net the
Except as provided herein, all terms and conditions of the document referen	nced in Item 9A or 10A, as heretofore c					
15A, NAME AND TITLE OF SIGNER (Type or print) SYLVES TER KAZI / E	export MANASi	R	AME AND TITLE OF CONTR Sary C. Juste Regional Contrac			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. U	NITED STATES OF AMERIC	CA		16C. DATE SIGNED
(Signature of person authorized to sign)	TOWN MOUNT	BY 4	(Signature	of Conty	acting Officer)	- 27NOU 65

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