



SAN DIEGO STATE
UNIVERSITY

Georgia

SDSU 009-01-15
January 15, 2015

Magda Magradze
Chief Executive Officer
Millennium Challenge Account – Georgia
52 Uznadze Street
0102 Tbilisi, Georgia

Dear Ms. Magradze,

Please find enclosed herewith the documents for the Quarter 2 Report for the Provision of Degree Accreditation and Institutional Support Initiative for Science, Technology, Engineering, and Mathematics, as required per the contract dated July 28, 2014. The specific documents attached include:

- Report on Execution of Q2 Work Plan and Q3 Plan Updates (note, this merges two separate deliverables per the list in Agreement, for better narrative flow)
- Report on Georgian faculty training at SDSU
- Discussion of articulation plan progress
- Draft standard bidding documents package for CY1 renovations
- Minutes of First Industry Advisory Board meeting

The agreement also calls for a deliverable not tied to payment status regarding the GRDF. A brief description of GRDF status is attached.

After MCA-Georgia and MCC review of the Q1 report, SDSU was asked to submit additional Environmental and Social Management documents by the Q2 report date. These documents were submitted for review to MCA-Georgia on December 23, 2014. They are not submitted again here because they are quite voluminous.

Per the terms of the agreement, please provide review comments within 10 business days. An invoice for the associated payment amount is also included.

Please feel free to contact me if you have any questions.

Sincerely,

Kenneth D. Walsh, Ph.D.
Dean, SDSU-Georgia




San Diego State University
Address: Ivane Javakhishvili
Tbilisi State University
1 Ilia Chavchavadze Avenue,
Building 2, Room 101
Tbilisi 0179, Georgia
Office: +995 32 229 08 20
Mobile: +995-558-174-414
Email: kwalsh@mail.sdsu.edu

Annex 1 – Report on execution of Q2 work plan/Updated Q3 activities

The rest of this page is left intentionally blank.

SDSU-Georgia – Pre-Enrollment Contract 15-Month Work Plan Q2 Status Report (Tasks, Timelines, Deliverables, Payments)

To facilitate easy evaluation of progress and identification of potential risks to execution, this document addresses key sub-tasks in the 15-month Work Plan. Particular emphasis is given to tasks that have not been completed as scheduled. In particular, tasks and subtasks have been color-coded to indicate tasks completed, those initiated but not completed, and those tasks not initiated – the latter two categories necessitating rescheduling, or an explanation of reprogramming. Tasks that either were executed on schedule, or were brought into schedule during the reporting quarter are included without comment. Accordingly, this document is a companion document to the original 15-month Work Plan approved as part of the Inception Report and any prior schedule revisions (refer to previous Quarterly reports).

	Green – Task completed on schedule
	Yellow – Task initiated, but not completed during the proposed project period. Look for 1) Green indication in a subsequent period indicating completion; 2) Rescheduling later in the project period with clarification in the narrative; 3) Reprogramming with clarification, indicating how the task will now be approached.
	Red – Task not initiated in the proposed program period. Look for 1) Improved color in a subsequent project period indicating progress; 2) Rescheduling later in the project period with clarification in the narrative; 3) Reprogramming with clarification, indicating how the task will now be approached.

This document represents the revised work plan for the execution of the Scope of Services as defined in Appendix A to the Pre-Enrollment Contract and includes a detailed breakout of the key milestones, deliverables, reports, invoicing and associated schedules as specified in Appendix B. Both Appendices are attached to this document for ease of reference.

This Work Plan is a companion to and structured to align with the Pre-Enrollment Contract Work Plan Events Schedule. There are two major sections: 1) the Pre-enrollment Contract reporting requirements to include the startup inception report and five quarterly progress reports to include the periodic progress payments (invoices by task) per the approved budget and scope of services and 2) a more detailed breakout for each of the seven tasks into key subtask activities. This breakout only includes the assessment of the Task and subtasks for the reporting quarter and the scheduled activities for the next quarter.

The table on the following page provides a schedule for the Inception and Quarterly reports and a breakdown of the 6 invoices, the lump sum payment percentage applied on a Task basis, and the invoice total payment requested. No revisions have been made or are proposed for the reporting or payment schedules at this time. It is anticipated that adjustments will be needed to the future percentages to be invoiced in order to more closely align the timing of VAT payments with VAT reimbursements.

Key Event	Invoice No.	Invoice Date	Lump Sum % of Contract	Task 1 Budget	Task 2 Budget	Task 3 Budget	Task 4 Budget	Task 5 Budget	Task 6 Budget	Task 7 Budget	Totals by Invoice
Inception Report	INV 1	15-Aug-14	18%	\$ 588,108	\$ 19,741	\$ 56,937	\$ 160,088	\$ 73,954	\$ 139,349	\$ 578,924	\$1,617,101
Quarter 1 Progress Report	INV 2	15-Oct-14	17%	\$ 555,435	\$ 18,645	\$ 53,774	\$ 151,194	\$ 69,845	\$ 131,607	\$ 546,762	\$1,527,262
Quarter 2 Progress Report	INV 3	15-Jan-15	20%	\$ 653,453	\$ 21,935	\$ 63,263	\$ 177,876	\$ 82,171	\$ 154,832	\$ 643,249	\$1,796,779
Quarter 3 Progress Report	INV 4	15-Apr-15	20%	\$ 653,453	\$ 21,935	\$ 63,263	\$ 177,876	\$ 82,171	\$ 154,832	\$ 643,249	\$1,796,779
Quarter 4 Progress Report	INV 5	15-Jul-15	12.5%	\$ 408,408	\$ 13,709	\$ 39,540	\$ 111,172	\$ 51,357	\$ 96,770	\$ 402,031	\$1,122,987
Quarter 5 Progress Report	INV 6	15-Oct-15	12.5%	\$ 408,408	\$ 13,709	\$ 39,540	\$ 111,172	\$ 51,357	\$ 96,770	\$ 402,031	\$1,122,987
			Totals by Task	\$3,267,265	\$ 109,674	\$ 316,316	\$ 889,379	\$ 410,855	\$ 774,160	\$3,216,245	\$8,983,894

Task 1. Business Unit Organization, Startup, and Operations

The primary purpose of Task 1 is to establish and maintain the management team, program office, and administrative and operational programs and processes to achieve the objectives of the STEM Higher Education Project in accordance with the Pre-Enrollment Contract. Beginning with the preparation and submission of the Inception Report, the remaining subtasks are focused primarily on the engagement of key personnel at SDSU, the SDSU-Georgia program office and Partner Institutions; securing professional consulting support services; overseeing the activities of Tasks 2 through 7 in collaboration with Partners; and administration of the program to include periodic assessments, reporting of metrics versus plans, and applying lessons learned. Overall this task is evaluated as having satisfactory progress.

Tasks			Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
Task 1		Business Unit Organization						
	1.1	Inception Activities and Report						
	1.2	Staffing Plan						
		<i>Dean and startup</i>	X	X	X	X	X	X
		<i>Directors/Support Staff</i>	X	X	X	X	X	X
	1.3	Contract Signing and Kick-off Event						
	1.4	Consulting/Services Agreements						
		<i>Business/Human Resources Services</i>	X	X	X	X	X	X
		<i>Legal/Import-Export Services</i>	X	X	X	X	X	X
		<i>Design Services & Management</i>	RFP	C	C	X	X	X
	1.5	GEO Staff Indoctrination and Training at SDSU						
	1.6	Form and Convene Advisory Board	C					X
	1.7	Office Materials						
		<i>Purchase Office equipment</i>	X		X			
		<i>Purchase Communications equipment</i>	X		X			
	1.8	Quarterly Task 1 Performance Assessments			X			X
	1.9	Follow-on Contract 45-month Budget-Work Plan Development and Negotiation						

Task 1.2 – Staffing Plan

Several key staff positions have been filled in Q2 to facilitate and accelerate performance of the required tasks and milestones for the 15-month pre-enrollment period. In particular, an International Student Recruiter, English Language Quality Assurance specialist, and the Construction/Renovation Manager have all been hired to advance those key activities. In addition, our Director of Community Relations and Development will start work in early February 2015. Additional positions will be filled as needed and to align cost effectively with the overall work plan schedule.

In particular and as part of our processes of continuous review and improvement, the Dean and SDSU-Georgia staff have developed a revised proposed staffing plan with appropriate modifications taking into account the experience of the project so far as well as the demonstrated needs and capabilities both at SDSU-Georgia and the SDSU home campus. Future updates to hiring will be presented against the revised staffing plan.

Task 1.4 – Consulting/Services Agreements

The bid process has been completed and Saunders and Company have been selected as the successful bidder for the Construction/Renovation Design and Construction Supervision contract. The contract is being negotiated but a notice to proceed has been issued to allow work to continue

Task 1.5 – Georgia Staff Training at SDSU

Georgia Staff Training has been scheduled for the Director of Finance in San Diego the week of January 24-31st. Training for other staff will be conducted remotely as needed and appropriate, which has proved to be an effective approach.

Task 1.6 – Form and Convene Advisory Board

The first Advisory Board meeting was held in Georgia in October 2014 as planned. Draft minutes of the opening meeting are included in the main body of the Quarter 2 Progress Report.

Task 1.7 – Office Materials

In collaboration with Tbilisi State University and MCA-Georgia, appropriate office space has been secured and will be maintained until the revisions to the office space at Rustaveli can be completed. Given adequate resources for the time being, office outfitting will happen in parallel with the proposed revised renovation schedule that concentrates renovation in Q4/5. This target time period has been assumed for budget purposes based on the progress of the office space renovation to date.

Task 2. Accreditation – SDSU Degrees

Legislative approval to support SDSU-Georgia programs to be accredited and listed was secured, thanks to significant efforts from MCA-Georgia and the Ministry of Education and Science. It is anticipated that this will be enacted in January 2015.

WASC approval for delivery of SDSU accredited degree programs in Georgia is proceeding on schedule. Final consultations occurred during Q2 with limited additional clarifications requested for final approval. Fees and responses have been remitted. Submittal of these documents will occur during Q3, with final approval to follow shortly thereafter.

Overall progress of Task 2 is satisfactory with subtasks 2-1 through 2-4 for AY2015/16 completed. In addition, accreditation of the SDSU Computer Science degree program is proceeding as planned for submission during the Summer of 2015, on schedule with the periodic review of ABET programs at SDSU. We anticipate approval to be completed before the addition of this degree program for delivery in AY2016/17.

Task 2		Accreditation - SDSU Degrees	Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	2.1	Staffing Plan						
		<i>Engage SDSU Accreditation Team</i>						
		<i>Engage GE Partners Support Staff</i>						
	2.2	Assemble Degree Programs Materials						
	2.3	Consulting/Services Agreements (Partners)						
		<i>Accreditation Coordinator</i>						
		<i>Translation of Degree Programs mat'ls</i>						
	2.4	Applications Preparation and Submission						
		<i>Prepare and Submit Accreditation Packages</i>						
		<i>Process WASC Offcampus Accreditation</i>						
	2.5	<i>SDSU Computer Science Accreditation</i>		X		X		
	2.6	Quarterly Task 2 Performance Assessments			X			X

Task 3. Articulation – Partner Courses

Articulation is discussed in more detail in a separate section of this report. Articulation of courses from the partner institutions is an important factor to support mobility of students from other majors into SDSU-Georgia programs, and to support enhancing the choices available to SDSU-Georgia students in the General Education curriculum in particular. This introduces a deadline to complete at least enough articulation requests to support first year students by the start of classes in Fall 2015. At the time of the Q1 report, the process to conduct the articulation effort was still underway. During Q2, a committee to evaluate proposals was formed at SDSU. The Fall cohort of faculty visitors to SDSU was enlisted into the articulation effort, and met regularly with that group. As a result, a range of courses is under evaluation right now for lower division courses to support first year students. Current courses that are being considered for articulation include precalculus, Calculus I, Calculus II, and Calculus III (ISU), Electronics for Scientists (GTU), Physics I and II (TSU and GTU). In addition, Economics 102 (TSU) has been approved by the Economics Department, and is currently being reviewed by the SDSU campus GE evaluation committee in Enrollment Services. The section on the articulation plan provides details on the projected timeline for continuing evaluations.

Task 3		Articulation - Partner Courses	Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	3.1	Staffing Plan						
		<i>Engage Articulation Team Members</i>		H-5	X	X	X	X
		<i>Engage GE Partners Support Staff</i>		H-5	X	X	X	X
	3.2	Develop and Execute Articulation Plan						
		<i>Implement Phase 1 Pilot (Partner GE Cses)</i>	X		X			X
		<i>Implement Phase 2 Sustained (2 Cses/Partner/Q)</i>	X	X	X	X	X	X
	3.3	Consulting/Services Agreements						
		<i>Translation Services (Partners)</i>						
		<i>Curriculum Development (SDSU)</i>				X	X	X
		<i>ABET Accreditation of Articulated Courses</i>						X
	3.4	Quarterly Task 3 Performance Assessments			X			X

Task 4. English/STEM Institute

The English Language Academy was implemented in Quarter 2. In particular, CIE completed an initial outreach, recruitment, assessment, and enrollment into the program. Their full report is attached hereto. In particular, classes for an initial cohort of 49 was held in Quarter 2 with additional students already on line to participate in the next during the remaining 3 quarters. The STEM Academy will be

implemented with the first classes to be offered in the June - September 2015 timeframe. A schedule will be included in a future Progress Report. Overall, the assessment of this Task is marginal, but satisfactory as we have adjusted our plans to accommodate the outsourcing of this task. We anticipate reporting increased activity as we advance the program and introduce the STEM Academy.

Task 4		English/STEM Institute	Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	4.1	Staffing Plan						
		Engage a Director		H-1		H-1		
		Engage Instructors	deleted - outsourced					
		Recruit GE Assistant Director	deleted - outsourced					
		Faculty (Oversight/QA)	X	H-1	X	H-1		
	4.2	English/STEM Strategy and Execution Plan						
	4.3	Consulting/Services Agreements						
		English/STEM Recruitment (G/SV 25%)	X	X	X	X	X	X
		Student Assessments and Testing	X		X			X
	4.4	Student Recruitment, Assessment, and Enrollment	X	X	X	X	X	X
	4.5	English/STEM Training Program						
		Quarter 2 10-week program - Target 75	X	X	X			
		Quarter 3 10-week program - Target 75				X	X	X
		Quarter 4 10 week Program - Target 75						
	4.6	Degree Programs Readiness Assessment						
	4.7	Materials						
		Purchase computers/printers for Staff	X	x				
	4.8	Quarterly Task 4 Performance Assessments			X			X

Task 4.1 – Staffing Plan

As reported in the Q1 Report, CIE was selected as a strategic partner to facilitate rapid start-up of the ELA and student recruitment processes. This partnership eliminated the need to identify and hire instructors, and the selection and contracting process superseded the requirement to identify and hire a Director and Georgia-based Assistant Director for the English Language training. Now that the contract has been executed and the first cohort of students and classes have been completed, we have completed the hiring of a Quality Assurance specialist (a director from the SDSU American Language Institute has been identified and recruited. Site visits for oversight review of the program are scheduled in January 2015.) In addition, we have restructured the Director position as we are reassessing staffing needs. This function will be performed as part of a more diverse workload assigned to a new academic affairs position.

Task 4.3 – Consulting Services/Agreements

CIE continues to conduct the student recruitment and instruction per the consulting agreement, which includes student English Language assessments. No additional agreements are anticipated at this time.

Task 4.4 – Student Recruitment, Assessment, and Enrollment

CIE in collaboration with SDSU-Georgia continues to conduct outreach throughout the country to identify students for admission to the English Language Academy. [Refer to the attached CIE report.] It is anticipated that the first cohort of students for the STEM Academy will come from among the English Academy supplemented as available through other outreach and recruitment activities.

Task 4.5 – English STEM Training Programs

STEM academy courses are planned for implementation of the “boot camp” style courses developed at our main campus. This academy will be deployed in Summer, 2015.

Task 4.7 – Materials

Prospective outfitting of the ELA office and staff equipment will be completed in Quarter 5 along with the completion of the Dean's office complex. Computers and a printer have been procured for the English Language Academy.

Task 5. Degree Programs Student Recruiting

Overall assessment of this Task is satisfactory. All subtasks are proceeding as planned with the only significant change relating to the staffing to be located at the individual Partners as noted in the subtask 5.1 status report below. This concept has been modified as outlined in Section 5.1.

Task 5		Degree Programs Student Recruiting	Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	5.1	Staffing Plan						
		<i>Hire Asst Directors Student/Faculty Affairs</i>	H-2	H-1	X	H-2	X	X
		<i>Hire Assts Admissions</i>				H-3	X	X
	5.2	Student Recruitment Strategy and Execution Plan	X					
	5.3	Consulting/Services Agreements						
		<i>Recruitment Campaign Materials (G/SV)</i>	X	X	X	X	X	X
		<i>Recruitment Consulting Services</i>	X	X	X	X	X	X
		<i>Student Assessment Services (testing)</i>				C	X	X
	5.4	Recruitment/Enrollment Activities						
		<i>Marketing/Recruitment Plan Execution</i>	X	X	X	X	X	X
		<i>Student Assessment/Testing (500*)</i>						
		<i>Evaluation of Gender/Socially Vulnerable</i>						
		<i>Student Registration - Target 500 (25% G/SV)</i>						
	5.5	Quarterly Task 5 Performance Assessments			X			X

Task 5.1 – Staffing Plan

We have re-titled the originally proposed Assistant Directors for Student/Faculty Affairs as academic coordinators, one at each Partner University, to facilitate student support and services activities. They will report to the new Academic Affairs position. The Academic Affairs director search will be completed in Q3, with the coordinators to come on board as the enrollment period advances during the summer months.

Task 6. GE Faculty Recruiting/Training

Partner institution senior faculty will participate in orientation at SDSU prior to development of the teaching corps for the accredited collaborative courses. The SDSU orientation will be done at the SDSU main campus during its Fall and Winter semesters and during a summer session. The details of the Fall training which completed in December 2014 are addressed in the main body of the quarterly report. The winter session is being planned for the March-May 2015 timeframe. Georgian faculty recruitment is in progress. Note: SDSU-Georgia will pay for travel including per diem and a stipend; and the Partner Institution will cover their faculty's salary during the orientation period. In addition to the set of orientation topics provided in the first two training sessions, we are offering, at no expense to the Georgian Faculty, English language training. We have trained 20 faculty to date and are on target for training 30 for this year. Overall progress on this Task is satisfactory.

			Quarter 2			Quarter 3		
Task 6		GE Faculty Recruiting/Training	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	6.1	Staffing Plan						
		<i>Hire Asst Directors Student/Faculty Affairs</i>						
		<i>SDSU Faculty Trainers</i>	X	X	X	X	X	X
	6.2	GE Faculty Training						
		<i>Summer Program - Target 8</i>						
		<i>Fall Semester Program - Target 10</i>	X	X	X			
		<i>Spring Semester 2015 Program - Target 10</i>				X	X	X
		<i>Summer 2015 Program - Target 10</i>						
	6.3	Quarterly Task 6 Performance Assessments			X			X

Task 6.1 – Staffing Plan

GE Faculty Recruiting/Training will continue to be administered by the Dean's staff in collaboration with the Partner universities. The original part-time positions of Assistant Directors Student/Faculty affairs which were 50% time on Task 5 and 50% time on Task 6 have been revised to be exclusively Academic Coordinators at 100% time on Task 5. SDSU Faculty are recruited and engaged as needed for each of the individual training sessions by the SDSU-Georgia dean with assistance from the partner universities.

Task 7. Facilities Development

SDSU, SDSU-Georgia, MCA-Georgia and the Partner Institutions continue to develop plans for renovation of facilities to support the delivery of courses and the overall administration of the program. For the Pre-Enrollment Contract, the plan is to renovate spaces to support the Dean and administrative staff, the English/STEM program, General Education classrooms, laboratories, and other facilities, and preparation of the construction bid package, including environmental and social impact documentation, for the new building at ISU to be started in October 2015. MCA-Georgia is responsible for all renovation and construction. SDSU is responsible for design, preparation of bid specifications, and for construction oversight, management, and endorsement of payment approvals.

During this Quarter, progress has been made in development of the terms of reference, engaging the Design Construction and Management firm, recruiting a Construction/Renovation Manager, and other key planning activities. It was determined that the renovations at the Partner Institutions to include equipment purchases and outfitting would be best conducted during the summer (June-September) 2015 during which time there are no classes. This change in schedule will allow the needed additional time for the Design Construction/Management Firm to prepare engage an Architectural firm, prepare the bid packages for MCA-Georgia to use in conducting the RFPs. Accordingly the following table has been modified to reflect the current schedule for the planned renovations.

Task 7		Facilities Development	Quarter 2			Quarter 3		
			Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
	7.1	Staffing Plan						
		<i>Facilities Coordinators</i>	X	X	X	H-1	X	X
	7.2	Consulting/Services Agreements						
		<i>Design Services and Construction Management</i>	X	C	C	X	X	X
		<i>Architectural Firm</i>						
	7.3	Renovations/Construction Planning						
		<i>Health & Safety & Social Impact Plans</i>			X			
		<i>TOR for Renovations Design and Bid Packages</i>	X	X	X			
		<i>TOR for Construction Design and Bid Packages</i>	X	X	X			
	7.4	Phase 1a Renovations - Offices (MCA Bldg)						
		<i>Plans (TOR, Bid Pkg, RFP)</i>	X		X	X	X	X
		<i>Renovations</i>	X	X	X	Rescheduled to Q4/5		
		<i>Furnishings/Supplies/Equipment Procurement</i>	X	X		Rescheduled to Q4/5		
		<i>Outfitting, Final Inspection/Acceptance</i>			X	Rescheduled to 5		
	7.5	Phase 1b Renovations - English/STEM (TSU)						
		<i>Plans (TOR, Bid Pkg, RFP)</i>	X			X	X	X
		<i>Renovations</i>	X	X	X	Rescheduled to Q4/5		
		<i>Furnishings/Supplies/Equipment Procurement</i>	X	X		Rescheduled to Q4/5		
		<i>Outfitting, Final Inspection/Acceptance</i>			X	Rescheduled to 5		
	7.6	Phase 2 Renovations - Classrooms/Labs (TSU)						
		<i>Plans (TOR, Bid Pkg, RFP)</i>	Rescheduled to 3/4			X	X	X
		<i>Renovations</i>				Rescheduled to Q4/5		
		<i>Furnishings/Supplies/Equipment Procurement</i>				Rescheduled to Q4/5		
		<i>Equipment Installation and Testing</i>				Rescheduled to 5		
		<i>Outfitting, Final Inspection/Acceptance</i>						X
	7.7	Phase 3 Renovations - Classrooms/Labs (GTU)						
		<i>Plans (TOR, Bid Pkg, RFP)</i>				X	X	X
		<i>Renovations</i>				Rescheduled to Q4/5		
		<i>Furnishings/Supplies/Equipment Procurement</i>				Rescheduled to Q4/5		
		<i>Equipment Installation and Testing</i>				Rescheduled to 5		
		<i>Outfitting, Final Inspection/Acceptance</i>						
	7.8	Phase 4 Construction Design and RFP (ISU)						
		<i>Plans (TOR, Bid Pkg, Environ/Social Impact, RFP)</i>	X	X	X	X	X	X
		<i>Contract Award</i>						
	7.9	Quarterly Task 7 Performance Assessments			X			X

Task 7.2 – Consulting/Services Agreements

Design and Construction Supervision Services firm has commenced work to develop the bid specifications packages. A construction/Renovations Manager has been hired and will start work in Georgia in late January or early February 2015.

Task 7.3 – Renovations/Construction Planning

A contractor has been selected for the construction design and supervision contract.

Task 7.4 – Phase 1a Renovations – Offices (MCA Bldg)

In an effort to secure space with maximum cost-effectiveness, SDSU-Georgia and MCA-Georgia have agreed to a co-location strategy and plan for the renovations to be completed in Quarter 4/5 . MCA-Georgia is in the process of completing procurement for the indicated work. In the meantime, the Dean's office continues to operate out of space at TSU, Building 2.

Task 7.5 – Phase 1b Renovations – English/STEM (TSU)

Since CIE was engaged as a strategic partner to facilitate rapid start-up of the ELA and student recruitment processes, CIE is making its offices and classrooms available as a base for the program.

Initial space renovation, targeted for immediate use for the English Language Academy, and subsequent use for General Education requirements, has been rescheduled appropriate to the timing required for use during the upcoming academic year.

Task 7.6 – Phase 2 Renovations – Classrooms/Labs (TSU)

Current plans are to continue the renovation design and bid specification package preparations and request for proposal during quarters 3 and 4, which will facilitate the renovations, outfitting, and other required work to be performed in the June through September timeframe.

Task 7.7 – Phase 3 Renovations – Classroom/Labs (GTU)

Current plans are to continue the renovation design and bid specification package preparations and request for proposal during quarters 3 and 4, which will facilitate the renovations, outfitting, and other required work to be performed in the June through September timeframe.

Task 7.8 – Phase 4 Construction Design and RFP (ISU)

Current plans are to continue the renovation design and bid specification package preparations and request for proposal during quarters 3 through 5 which will facilitate the award of the construction contract by the end of Q5 to support commencement of work in October 2015.

Annex 2 – Report on Georgian faculty training at SDSU

The rest of this page is left intentionally blank.

Georgian Faculty Participation in Academic Workshops at SDSU

Thus far, two cohorts of faculty from Georgia have visited SDSU for training. The Georgian visitors included faculty and administrators from Tbilisi State University, Ilia State University, and Georgian Technical University. The first group of 11 faculty visited for the 2014 Summer semester, and the second group of 9 faculty visited SDSU during the 2014 Fall semester. The third cohort of faculty to visit SDSU will be there from roughly March 4 to roughly April 17, 2015.

During their visits each of the Georgian faculty members is paired with a faculty member in their discipline who they work closely with on delivery of courses needed in the SDSU-Georgia program. This SDSU host serves as in a mentoring capacity, with the responsibility to help craft the visit to support the teaching and research interests of the visitor and to guide the overall experience of the visitor. Teaching-related training is focused on approaches used for instruction at SDSU, including both academic content and pedagogy. The visitors observe instruction, required course materials (focused on expectations of accreditation agencies for syllabi, course schedules, program and course student learning outcomes, exams and homework, course and student assessment, advising, etc). Visitors are given opportunities to observe interactions between SDSU professors and students in advising and course-related capacities. By observing advising, visiting faculty gain the opportunity to develop more familiarity with SDSU curricula. By observing course-related interactions (such as office hours), visiting faculty gain the opportunity to develop more familiarity with the range of pedagogical methods used in informal settings.

Training on accreditation-related assessment instruments (both direct and indirect) is also provided. The training also includes use of online tools, such as BlackBoard (course management system) and WEAVE (assessment archiving system), that will be used in the SDSU-Georgia program. Some professors have also gained experience with asynchronous videocasting platforms used at SDSU, which will support their participation in co-teaching in different modalities once the beginning of instruction.

Where appropriate (e.g. in Engineering disciplines), visiting faculty also receive training in ABET accreditation standards. Beginning in the Spring semester visiting Georgian Engineering faculty will gain experience in applying for ABET accreditation, and Chemistry faculty will gain experience in applying for ACS certification.

All visiting Georgian faculty also meet with SDSU Department Chairs and Deans. Georgian visitors with administrative appointments met with the SDSU Provost and other administrators at SDSU for discussions about administrative structure and shared governance involving administrators, faculty, staff, and students.

In addition to these training experiences, meetings with multiple SDSU researchers are arranged with visiting Georgian faculty to discuss potential for research collaborations. The expectations provided for visiting faculty in advance of their visits are that they will have the opportunity to make a presentation related to their research interests, as well as to conduct at least one classroom session for lecture subjects and (if relevant) one

laboratory session for laboratory subjects, with observation by the regular instructor and/or the SDSU host/mentor.

It will be important for accreditation efforts to make sure that the faculty involved in the delivery of materials for SDSU-Georgia has opportunities for conversations about the curriculum and its performance with students. With the return of the third cohort early in Q4, we will begin to bring faculty together to facilitate the relationships needed to allow such conversations to develop and flourish. Previous to their participation in the SDSU visit program, faculty visitors are brought together with the Dean to discuss their upcoming experiences – this provides an opportunity for the faculty visitors to meet across the different partner institutions prior to their visit to San Diego. Several opportunities are provided for faculty to interact as a group while in San Diego. Experience thus far has shown the importance of these interactions, and so for the third cohort a weekly interaction within each discipline group will be arranged. At the end of the visit, a post-assessment is conducted by Dean Maloy in San Diego. A second post-assessment is conducted a few weeks after the group returns to Tbilisi by Dean Walsh. These experiences provide many opportunities to build cohort across the partner university faculty. In furtherance of this goal, with the critical mass associated with the return of the third cohort, we will arrange meetings by discipline groups. This will begin by conducting a meeting where we will ask the newly returning faculty to present on their experiences to the members of the previous cohort within their discipline.

A complete listing of the faculty cohorts is provided below.

Summer Session 2014:

Georgia Technical University			
Last Name	First Name	Field of Study	SDSU Host
Kvartskhava	Giorgi	Chemistry	Bill Tong (Chair, Chemistry)
Meskhishvili	Dali	English Language	Eniko Csomay (Assoc. Dean, CAL)
Sanaia	Ekaterine	Physics	Matt Anderson (Prof., Physics)
Tsitsishvili	George	Physics	Matt Anderson (Prof., Physics)
Zedelashvili	Alexander	Entrepreneurship	Stanley Maloy (Dean, Sciences)

Ilia State University			
Last Name	First Name	Field of Study	SDSU Host
Dalakishvili	Giorgi	Physics	Matt Anderson (Prof., Physics)
Murtskhvaladeze	Marine	Entrepreneurship	Stanley Maloy (Dean, Sciences)

Tbilisi State University			
Last Name	First Name	Field of Study	SDSU Host
Kokiashvili	Nino	Chemistry	Bill Tong (Chair, Chemistry)
Trapaidze	Lia	Entrepreneurship	Stanley Maloy (Dean, Sciences)
Jojua	Nino	English Language	Eniko Csomay (Assoc. Dean, CAL)
Nebieridze	Mariam	English Language	Eniko Csomay (Assoc. Dean, CAL)

FALL Semester 2014:

Georgia Technical University			
Last Name	First Name	Field of Study	SDSU Host
Gigilashvili	Giorgi	Computer Eng	Lal Tummala (Chair, Electrical & Computer Eng)
Goletiani	Ana	Chemistry	Bill Tong (Chair, Chemistry)
Matchavariani	Tamara	Business English	Eniko Cosmay (Assoc. Dean, CAL)
Nemsadze	Simon	Electrical Eng	Lal Tummala (Chair, Electrical & Computer Eng)

Ilia State University			
Last Name	First Name	Field of Study	SDSU Host
Kvavadze	David	Electrical Eng	Lal Tummala (Chair, Electrical & Computer Eng)

Tbilisi State University			
Last Name	First Name	Field of Study	SDSU Host
Chelidze	George	Mathematics	Mike O'Sullivan (Chair, Mathematics)
Davitashvili	Tinatin	Computer Sci	Leland Beck (Chair, Computer Science)
Murtskhvaladze	Irakli	Economics	Jennifer Imazeki (Prof., Economics)
Odishelidze	Nana	Mathematics	Mike O'Sullivan (Chair, Mathematics)

SPRING Semester 2015:

Georgia Technical University			
Last Name	First Name	Field of Study	SDSU Host
Kalabegishvili	Mirian	Civil Engineering	TBD
Jincharadze	David	Chemistry	TBD

Ilia State University			
Last Name	First Name	Field of Study	SDSU Host
Ilia State representatives have not yet been named, anticipate selection by January 22.			

Tbilisi State University			
Last Name	First Name	Field of Study	SDSU Host
Bukia	Tinatin	Chemistry	TBD
Gavasheli	Tsisana	Natural Science	TBD
Jibuti	Giorgi	Chemistry	TBD
Tavadze	Leri	International Relations	TBD
Ghvedashvili	Giorgi	Natural Sciences	TBD

Annex 3 – Discussion of articulation plan progress

The rest of this page is left intentionally blank.

Articulation of Courses Taken at Other Institutions

Articulation refers to the evaluation of courses at the partner institutions that may be accepted for credit toward SDSU degrees. Articulation primarily applies to courses taken at another institution that are prerequisites for the major or used to meet general education requirement. Two types of courses will be considered for articulation for the SDSU-Georgia program:

1. Courses that are pre-requisites for the major can be approved after review by the department and college, comparing the course syllabus and requirements of the course offered at SDSU with the course offered by another institution.
2. General Education courses are evaluated by enrollment services at SDSU to ensure that the course meets the requirements for a particular category required by the General Education (GE) program at SDSU.

Each of these reviews requires evaluation of an English version of the syllabus and course materials for each course to be considered for articulation. In some cases, it may require evaluation of pre-requisite courses as well. For each articulated course, the number of credit hours accepted is determined by equivalency to a standard semester course at SDSU.

The evaluation and assessment required for these articulation decisions is a key requirement of the accreditation process. Both WASC and the professional program accreditors require that SDSU evaluate the course and determine that it meets the expectations of SDSU prior to acceptance of these credits by students who transfer into SDSU programs. This requirement places a responsibility on SDSU to have an objective method for evaluating transfer student transcripts.

Preparation for the major. It is in the interest of Georgia and of SDSU to allow students to transfer into our programs from other institutions. This will make it easier for students to take equivalent courses required prior to taking courses in the major (e.g. Physics is required by students in Chemistry and Electrical Engineering) at the partner institutions. In addition, it will facilitate the transition of accredited degree programs to partner universities in subsequent years of the program.

Evaluation of student work completed at other institutions is a common activity at SDSU. For international students this assessment is facilitated by curriculum assessment evaluators (which are accredited by the professional program accreditors). They produce recommendations for the proper mapping of a student's transfer work to the SDSU curriculum in the student's major. This process will continue as it is currently conducted for our main campus for students transferring from Georgian universities. This process is analogous to the process we use with community colleges in California, who can ask that their courses be articulated for equivalency with the most relevant SDSU courses. Note that the student may be enrolled in both institutions simultaneously, and subsequently transfer the credits to SDSU. Academic advisors will work closely with students enrolled in the SDSU-Georgia program to ensure that students understand which courses from partner universities meet the criteria for articulation.

In addition, to facilitate transfers of students enrolled in partner institutions, we have begun this process in collaboration with Georgian faculty visiting our campus in San Diego.

General Education Courses. The General Education (GE) program at SDSU provides a large variety of courses intended to provide the breadth of knowledge needed for meaningful work, life-long learning, socially responsible citizenship, and intellectual development. This program is a critical feature of the SDSU degree, and is a key part of the SDSU-Georgia proposal and the agreement. The program (described in detail at http://arweb.sdsu.edu/es/catalog/2014-15/GeneralCatalog/026_GraduationRequirements-86.pdf) as instituted at the San Diego campus provides a very large number of choices for a student to follow their interests within different categories of general education, including Communication and Critical Thinking, Natural Sciences and Quantitative Reasoning, Social and Behavioral Sciences, and Humanities.

As a practical matter, it is not possible to offer the same level of variety and choice to students at SDSU-Georgia that are made available to students at the main campus. Hence, a reduced set of GE courses was identified for delivery in Georgia as a part of the SDSU-Georgia proposal. However, it is desirable to allow students to follow their interest within these categories, and to provide GE in subjects that resonate in a Georgian context. Among the courses taught by the partner universities are classes within these categories, which could be articulated to SDSU and increase the range of choices available to SDSU-Georgia students. To identify appropriate courses, we asked our partner institutions to propose GE courses from within their current offerings that could be articulated into our GE program.

In contrast to courses required for the preparation for a major, requiring careful consideration of the syllabi, learning outcomes, and assessment criteria, GE courses are simply required to meet the criteria of a particular category of required GE in which they fall (as defined by Title V of the California Education Code). For example, SDSU only offers Oral Communication to fulfill the A1 GE category, but courses in group communication, interpersonal communication, etc, from other colleges may be accepted to fulfill this requirement. As long as the transfer course (even from non-articulated transfer institutions) meets the spirit of the GE category, we can count it. An articulation expert in our Enrollment Services, Bonnie Anderson, evaluates these GE courses from international institutions. This should provide considerable flexibility for counting courses from our partner institutions as GE.

Because of the need for SDSU to evaluate and monitor the assessment of student outcomes within the accreditation processes, as a general rule courses for articulation within the GE program for students already enrolled at SDSU will be taught in English. In collaboration with Georgian faculty visiting SDSU in San Diego, we have identified key courses that meet this criteria (e.g. Economics 102).

Articulation Process. Because the articulation of courses is related to the accreditation of our programs, the decision and authority about the acceptance of courses for articulation must reside solely within the SDSU faculty. To meet the expected requirements, articulation will specifically focus on lower division courses. Because of ABET/ACS requirements, we will not consider upper division courses in the major for articulation.

We have organized a committee from SDSU to evaluate proposals for articulation of courses that are requirements for the first group of degrees offered. This committee includes Associate Dean Cathie Atkins (College of Sciences), Prof. Bill Tong (Chair of Chemistry Department), and Prof. Lal Tummala (Chair of Electrical and Computer Engineering). We have begun to work with our partner institutions to evaluate the initial courses proposed for

articulation. To date, the partner institutions have submitted a number of courses, with evaluation of those courses for articulation underway. Current courses that are being considered for articulation include precalculus, Calculus I, Calculus II, and Calculus III (ISU), Electronics for Scientists (GTU), Physics I and II (TSU and GTU). As mentioned above, Economics 102 has been approved by the Economics Department, and is currently being reviewed by the campus GE evaluation committee in Enrollment Services.

Process and timeline. Developing the process for collaborative articulation of courses took longer than initially anticipated. The process developed of an SDSU committee working closely with Georgian faculty during training visits to San Diego will allow us to evaluate subsequent courses more rapidly and cooperatively. We have developed plans for weekly meetings with Deans, mentors, and visiting Georgian faculty to evaluate progress of the visitors and provide opportunities for presentations of scholarly accomplishments and opportunities for additional educational and research collaborations. We are planning to integrate a weekly session with the SDSU STEM articulation committee and the Georgian visitors to evaluate potential courses for articulation, with the goal of each visitor thoroughly presenting at least one course. With visits of approximately 10 Georgian faculty in Summer, Fall, and Spring sessions, this will provide for evaluation of at least 30 courses per year.

Annex 4 – Draft standard bidding documents package for renovations

The rest of this page is left intentionally blank.



SDSUG Georgia Project: Construction Renovation/rehabilitation of Universities facilities (Ilia State University, Tbilisi State University and Georgian Technical University)

NOTE: The following consists of a draft of the standard bidding documents to be provided across the different renovation projects. This document is based on the small projects procurement template provided by MCA-Georgia. It is expected that a separate package will be prepared for the renovation works at each site. The standard boilerplate presented here is intended to be common across those projects. Once design details are complete, the specific details for each site will be inserted as appropriate into this boilerplate.

January 13, 2015

BIDDING DOCUMENT

Issued on: _____

**SDSUG & MCA-Georgia
On Behalf of:
The Government of Georgia
[Millennium Challenge Account Entity]
Program**

**Funded by
THE UNITED STATES OF AMERICA**

**Through
THE MILLENNIUM CHALLENGE
CORPORATION**

**for
Procurement of**

[insert identification of the Works]

CB No: *[insert CB number]*

Invitation for Bids

[City, Country]
[Month, Day, Year]

Re: [insert name and ID number of procurement]

Dear Madam/Sir:

The United States of America, acting through the Millennium Challenge Corporation (“MCC”) and the Government of the Republic of Georgia (the “Government” or “Go Geo”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Georgia (the “Compact”) in the amount of approximately 140,000,000 USD (“MCC Funding”). The Government, acting through the Millennium Challenge Account-Georgia (the “Employer”), intends to apply a portion of the proceeds of MCC Funding to eligible payments under a contract associated with this Invitation for Bids. Any payments made by the Employer under the proposed contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the Employer shall derive any rights from the Compact or have any claim to the proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) and on the website of the Employer.

The MCA-Georgia and San Diego State University (SDSU) have entered into a contract to utilize SDSU’s educational and instructional abilities for the purposes of developing a degree accreditation for Science, Technology, Engineering, and Mathematics (STEM) Higher Education Project of the second Millennium Challenge Corporation (MCC) Compact with Georgia. This effort focuses on building capacity within Georgian public universities to deliver high quality STEM education and bachelor degrees from accredited foreign institutions in Georgia.

The Works under this RFP involve the Construction/Rehabilitation for the improvements to existing higher education facilities and new constructions all within Tbilisi, Georgia.

The proposed rehabilitation and construction works the “Works” shall be constructed in compliance with the listed Design Documents, applicable codes and standards for educational facilities, and meet the Millennium Challenge Corporation (MCC) guidelines, as described herein.

The works are to be spread across the following three Universities: Tbilisi State University (TSU), Georgian Technical University (GTU) and Ilia State University (ISU).

The Employer now requests interested Bidders to submit sealed Bids for the execution and completion of [insert name of the contract], which is being offered as a unit price

contract based on the Bill of Quantities. <Note – this description is for review purposes only. For the final solicitation we anticipate breaking out for each location >

All eligible Bidders are encouraged to apply. Please note that no pre-qualification has been undertaken for this procurement. The selection process, as described, includes a qualification step, which shall include a review of past performance, and a reference check and shall be subject to verification prior to the contract award.

A Contractor will be selected using the Competitive Bidding procedures as described in the Bidding Document accompanying this Invitation for Bids. Bidders are advised that these procedures are governed by MCC Program Procurement Guidelines which can be found on the MCC website. Although these procedures are similar to those set out in the World Bank Standard Bidding Documents for the Procurement of Works¹, there are several significant differences and firms are advised to review these instructions carefully.

Please note that a pre-Bid meeting **will** be held as described in the Bid Data Sheet (“**BDS**”), Section II of this Bidding Document.

All Bids must be accompanied by a Bid Security in the form and amount specified in the BDS at ITB 20.1. Bids must be delivered to the address and in the manner specified in the BDS at ITB 22, no later than **[insert local time and date]**. Bids will be opened immediately thereafter in a public Bid opening at the address and time specified in the BDS at ITB 26.1.

Submissions from Bidders will be evaluated by a qualified bid review panel. The evaluation will include an assessment of the Bidders’ ability to carry out both the construction of the works and also of the Bidders’ proposed prices, all in accordance with Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements.

Bidders should be aware that distance and customs formalities may require longer than expected delivery time. Late Bids will not be accepted under any circumstances and will be returned unopened at the written request and cost of the Bidder.

Please note that electronic Bids shall not be accepted.

Yours Sincerely,

[Procurement Agent]

[For the Employer/MCA Entity]

[Address]

¹ WB copyright <http://www.worldbank.org>

[Telephone number]

[Fax number]

[E-mail address]

PART 1
BIDDING PROCEDURES

Section I. Instructions to Bidders	3
A. General	3
1. Scope of Bid.....	6
2. Source of Funds	6
3. Corrupt and Fraudulent Practices.....	6
4. Trafficking in Persons	8
5. Eligibility	9
6. Eligible Materials, Equipment, and Services	12
B. Contents of Bidding Document.....	13
7. Sections of Bidding Document	13
8. Clarification of Bidding Document	14
9. Amendment of Bidding Document.....	14
C. Preparation of Bids.....	15
10. Cost of Bidding	15
11. Language of Bid.....	15
12. Documents Comprising the Bid.....	15
13. Letter of Bid and Schedules	16
14. No Alternative Bids	16
15. Bid Prices and Discounts	16
16. Currencies of Bid and Payment	17
17. Documents Comprising the Technical Offer	17
18. Documents Establishing the Qualifications of the Bidder	17
19. Period of Validity of Bids	17
20. Bid Security	18
21. Format and Signing of Bid.....	19
D. Submission and Opening of Bids.....	19
22. Sealing and Marking of Bids	19
23. Deadline for Submission of Bids	20
24. Late Bids	20
25. Withdrawal, Substitution, and Modification of Bids	20
26. Bid Opening.....	21
27. Confidentiality	22
E. Evaluation and Comparison of Bids.....	22
28. Clarification of Bids.....	22
29. Deviations, Reservations, and Omissions	22
30. Bid Review, Evaluation of Bids, and Qualification of Bidders	23
31. Determination of Responsiveness.....	24
32. Correction of Arithmetic Errors.....	25
33. Conversion to Single Currency	25
34. Price Reasonableness	25
35. No Margin of Preference	26
36. Past Performance and Reference Check	26
37. Employer's Right to Accept any Bid and to Reject any or all Bids	26

Section I: Instructions to Bidders

F. Award of Contract	27
38. Award Criteria	27
39. Notification of Award and Signing of Agreement.....	27
40. Bid Challenges	27
41. Signing of Contract	27
42. Performance Security	28
43. Posting of Award Notice.....	28
44. Commencement Date.....	29
45. Inconsistencies with MCC Program Procurement Guidelines.....	29
46. Applicable Compact Conditions	29
47. Advance Payment and Security	29
48. Adjudicator	29

Section I. Instructions to Bidders

A. General

In Parts 1 (Bidding Procedures) and 2 (Works Requirements) of this Bidding Document, the following words and expressions shall have the meanings stated.

- (a) “Addendum” or “Addenda” means a modification to this Bidding Document issued by the Employer.
- (b) “Association” or “association” means any association of entities that forms the Bidder.
- (c) “BDS” means the Bid Data Sheet in Section II (Bid Data Sheet) of this Bidding Document used to reflect specific requirements and/or conditions.
- (d) “Bid” means a bid for the provision of the Works submitted by a Bidder in response to this Bidding Document.
- (e) “Bid Security” means the security a Bidder may be required to furnish as part of its Bid in accordance with ITB Clause 20.
- (f) “Bidder” means any eligible entity or person, including any associate of such eligible entity or person that submits a Bid.
- (g) “Bidding Document” means this document, including any Addenda that may be made by the Employer.
- (h) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid.
- (i) “CESMP” means the Contractor’s Environmental & Social Management Plan prepared by the Contractor and approved by the Engineer under the Contract.
- (j) “Compact” means the Millennium Challenge Compact between the United States of America, acting through the Millennium Challenge Corporation, and the Government, entered into on **[date]**, as may be amended from time to time.
- (k) “Competitive Bidding” or “CB” means the competitive bidding procedures set out in the MCC Program Procurement Guidelines.
- (l) “Contract” means the contract proposed to be entered into between the Employer and the Contractor, including all of the documents specified in GCC Sub-Clause 2.3 and any attachments, appendices, and all documents incorporated

Section I: Instructions to Bidders

by reference therein.

- (m) “Contract Agreement” means the completed form with the heading “Form of Contract Agreement” included in Section IX (Annex to the Particular Conditions – Contract Forms) which will be issued by the Employer with the Letter of Acceptance.
- (n) “Contract Price” means the price defined in GCC Sub-Clause 1.1 (n) and includes adjustments in accordance with the Contract.
- (o) “Contractor” means the entity(ies) or person(s), which is responsible for providing the Works to the Employer under the Contract.
- (p) “CPPRS” or Contractor Past Performance Reporting System” means MCC’s Contractor Past Performance Reporting System maintained and utilized in accordance with Part 2 of MCC’s Program Procurement Guidelines.
- (q) “Employer” means the entity referenced in ITB 1.1, the party with which the Contractor signs the Contract for the provision of the Works.
- (r) “Engineer” means the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer under the terms of the Contract) who is responsible for supervising the execution of the Works and administering the Contract.
- (s) “Force Account” has the definition given the term in the MCC Program Procurement Guidelines.
- (t) “GCC” means the General Conditions of Contract.
- (u) “Government” means the government of [country].
- (v) “Government-Owned Enterprise” or “GOE” has the definition given the term in the MCC Program Procurement Guidelines.
- (w) “HSMP” means the Health and Safety Management Plan prepared by the Contractor and approved by the Engineer under the Contract.
- (x) “Instructions to Bidders” or “ITB” means Section I (Instructions to Bidders) of this Bidding Document, including any Addenda, which provides Bidders with information needed to prepare their Bids.
- (y) “Intended Completion Date” means the date on which it is intended that the Contractor shall complete the Works as specified in BDS 1.2.
- (z) “Letter of Acceptance” means the completed form with

Section I: Instructions to Bidders

the heading “Form of Letter of Acceptance” included in Section IX (Annex to the Particular Conditions – Contract Forms) which will be issued by the Employer with the Contract Agreement.

- (aa) “Letter of Bid” means the completed form with the heading “Form of Letter of Bid” included in Section IV (Bidding Forms) which are made part of the Bidder’s Bid.
- (bb) “Millennium Challenge Account Entity” means an accountable entity designated by a government to implement a compact.
- (cc) “Millennium Challenge Corporation” or “MCC” means the Millennium Challenge Corporation, a United States Government corporation, acting on behalf of the United States Government.
- (dd) “MCC Funding” means the funding MCC has made available to the Government under the terms of the Compact.
- (ee) “MCC Program Procurement Guidelines” or “MCC PPG” means the MCC Program Procurement Guidelines and its amendments posted from time to time on the MCC website at www.mcc.gov.
- (ff) “Notice of Intent to Award” means the completed form with the heading “Notice of Intent to Award” included in Section VIII, Form of Notice of Intent to Award, which will be issued by the Employer in accordance with ITB 39.1.
- (gg) “PCC” means the Particular Conditions of Contract.
- (hh) “Performance Security” means the Security the Contractor must furnish in accordance with GCC Clause 54.
- (ii) “Site” means the place identified in the Technical Specifications where the Works are to be executed.
- (jj) “Social and Gender Integration Plan” means the Employer’s plan to maximize the positive social impacts of the Compact projects, and to address the cross-cutting social and gender issues such as human trafficking, child and forced labor and HIV/AIDS.
- (kk) “Taxes” has the meaning given the term in the Compact.
- (ll) “Technical Offer” means the technical information provided as part of the Bidder’s Bid in accordance with ITB 17.1.

Section I: Instructions to Bidders

(mm) “Trafficking in Persons” or “TIP” has the definition given the term in the MCC Program Procurement Guidelines.

(nn) “Works” means what the Contract requires the Contractor to construct, install, and turn over to the Employer.

1. Scope of Bid

1.1 The Employer as **identified in the BDS** has issued an Invitation for Bids along with this Bidding Document for the procurement of Works as specified in Part 2, Works Requirements. The winner will be selected according to Competitive Bidding procedures as set out in the MCC Program Procurement Guidelines in accordance with Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements. The name, identification, and number of lots of this procurement are **provided in the BDS**.

1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date **specified in the BDS** and PCC 1.1 (cc).

2. Source of Funds

2.1 The United States of America, acting through the Millennium Challenge Corporation, and the Government have entered into the Compact. The Government, acting through the Employer, intends to apply a portion of the MCC Funding to eligible payments under the Contract. Any payments made under the Contract with MCC Funding will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use and distribution of MCC Funding. No party other than the Government and the Employer shall derive any rights from the Compact or have any claim to any proceeds of MCC Funding. The Compact and its related documents can be found on the MCC website (www.mcc.gov) or on the website of the Employer.

3. Corrupt and Fraudulent Practices

3.1 MCC requires that all beneficiaries of MCC funding, including the Employer and any applicants, bidders, suppliers, contractors, subcontractors, consultants, and sub-consultants under any MCC-funded contracts, observe the highest standards of ethics during the procurement and execution of such contracts. MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations is applicable to all procurements and contracts involving MCC funding and can be found on the MCC website. In pursuance of this policy, the following provisions will apply:

(a) For the purposes of these provisions, the terms set forth below are defined as follows:

(i) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or

the property of any party, to influence the actions of a party in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including such actions taken in connection with a procurement process or the execution of a contract;

(ii) ***“collusive practice”*** means a tacit or explicit agreement between two or more parties to perform a coercive, corrupt, fraudulent, obstructive or prohibited practice, including any such agreement designed to establish prices at artificial, noncompetitive levels or to otherwise deprive the Employer of the benefits of free and open competition;

(iii) ***“corrupt practice”*** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of a public official, Employer staff, MCC staff, consultants, or employees of other entities engaged in work supported, in whole or in part, with MCC funding, including such work involving taking or reviewing selection decisions, otherwise advancing the selection process, or contract execution, or the making of any payment to any third party in connection with or in furtherance of a contract;

(iv) ***“fraudulent practice”*** means any act or omission, including any misrepresentation, that misleads or attempts to mislead a party in order to obtain a financial or other benefit in connection with the implementation of any contract supported, in whole or in part, with MCC funding, including any act or omission designed to influence (or attempt to influence) a selection process or the execution of a contract, or to avoid (or attempt to avoid) an obligation;

(v) ***“obstructive practice”*** means any act taken in connection with the implementation of any contract supported, in whole or in part, with MCC funding:

(aa) that results in the destroying, falsifying, altering or concealing of evidence or making false statement(s) to investigators or any official in order to impede an investigation into allegations of a coercive, collusive, corrupt, fraudulent or prohibited practice;

(bb) that threatens, harasses or intimidates any party to prevent him or her from either disclosing his or her knowledge of matters relevant to an investigation or from pursuing the investigation; and/or

(cc) intended to impede the conduct of an inspection and/or the exercise of audit rights of MCC provided under the Compact and related agreements; and

Section I: Instructions to Bidders

(vi) “*prohibited practice*” means any action that violates Section E (Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions) of Annex A (Additional Provisions) of the Contract.

(b) The Employer will reject a Bid (and MCC will deny approval of a proposed Contract award) if it determines that the Bidder recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for the Contract.

(c) MCC and the Employer have the right to sanction a Bidder or Contractor, including declaring the Bidder or Contractor ineligible, either indefinitely or for a stated period of time, to be awarded any MCC-funded contract if at any time either MCC or the Employer determines that the Bidder or Contractor has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for, or in executing, such a contract.

(d) MCC and the Employer have the right to require that a provision be included in the Contract requiring the selected Bidder or Contractor to permit the Employer, MCC, or any designee of MCC, to inspect the Bidder’s or Contractor’s, or any of the Contractor’s suppliers or subcontractors on the Contract, accounts, records and other documents relating to the submission of its Bid or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by MCC or by the Employer with the approval of MCC.

(e) In addition, MCC has the right to cancel any portion or all of the MCC Funding allocated to the Contract if it determines at any time that any representative of a beneficiary of MCC Funding engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices during the selection process or the execution of any MCC-funded contract without the Employer having taken timely and appropriate action satisfactory to MCC to remedy the situation.

4. Trafficking in Persons

4.1 MCC has a zero tolerance policy with regard to trafficking in persons. Trafficking in Persons is the crime of using force, fraud and/or coercion to exploit another person. Trafficking in Persons can take the form of domestic servitude, peonage, forced labor, sexual servitude, bonded labor, and the use of child soldiers. This practice deprives people of their human rights and freedoms, increases global health risks, fuels growing networks of organized crime, and can sustain levels of poverty and impede development. MCC is committed to ensuring appropriate steps are taken to prevent, mitigate, and monitor TIP risks in the projects it funds.

Section I: Instructions to Bidders

4.2 The Technical Specifications set forth in Section V, Works Requirements, of this Bidding Document set out certain prohibitions, Contractor requirements, remedies and other provisions that will be made a binding part of any Contract that may be entered into. As such, those provisions should be given careful consideration.

4.3 Additional information on MCC's requirements aimed at combatting Trafficking in Persons can be found in Part 15 of MCC's Program Procurement Guidelines that can be found on MCC's website.

5. Eligibility Eligible Bidders

5.1 The eligibility criteria set out in this section will apply to the Bidder, including all parties constituting the Bidder, for any part of the Contract, including related services.

5.2 A Bidder may be a private entity, certain government-owned entities (in accordance with MCC's Program Procurement Guidelines as described in ITB 5.4), or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other association.

5.3 A Bidder, all parties constituting the Bidder, and any subcontractors and suppliers for any part of the Contract, including related services, may have the nationality of any country, subject to the nationality restrictions specified in this Section 5. An entity will be deemed to have the nationality of a country if such entity is constituted, incorporated, or registered in, and operates in conformity with, the provisions of the laws of that country.

Government-Owned Enterprises

5.4 Government-Owned Enterprises ("GOEs") are not eligible to compete for MCC-funded contracts. GOEs (a) may not be party to any MCC-funded contract for goods, works or services procured through an open solicitation process, limited bidding, direct contracting, or sole source selection; and (b) may not be prequalified or shortlisted for any MCC-funded contract anticipated to be procured through these means. This prohibition does not apply to Government-owned Force Account units owned by the Government of the Employer's country, or Government-owned educational institutions and research centers, any statistical, mapping or other technical entities not formed primarily for a commercial or business purpose, or where a waiver is granted by MCC in accordance with Part 7 of MCC's Program Procurement Guidelines. All Bidders must certify their status as part of their Bid submission.

Section I: Instructions to Bidders

Joint Venture or Association

5.5 In the case where a Bidder is, or proposes to be, a joint venture or other association (a) all members of the joint venture or association must satisfy the legal, financial, litigation and other requirements set out in this Bidding Document; (b) all members of the joint venture or association will be jointly and severally liable for the execution of the Contract; and (c) the joint venture or association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the association during the bidding process and, in the event the joint venture or association is awarded the Contract, during Contract performance.

Conflicts of Interest

5.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified, unless the conflict of interest has been mitigated and the mitigation is approved by MCC. The Employer requires that Bidders and Contractors hold the Employer's interests paramount at all times, strictly avoid conflicts of interest, including conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing, a Bidder or Contractor, including all parties constituting the Bidder, or Contractor and any subcontractors and suppliers for any part of the Contract, including related services, and their respective personnel and affiliates, may be considered to have a conflict of interest and (i) in the case of a Bidder may be disqualified or (ii) in the case of a Contractor, the Contract may be terminated if they:

- (a) have at least one controlling partner in common with one or more other parties in the process contemplated by this Bidding Document; or
- (b) have the same legal representative as another Bidder for purposes of this Bid; or
- (c) have a relationship, directly or through common third parties, that puts them in a position to have access to information about or influence over the Bid of another Bidder, or influence the decisions of the Employer regarding the selection process for this procurement; or
- (d) participate in more than one Bid in this process; participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one Bid; or
- (e) are, or have been associated in the past, with a person or entity, or any of their affiliates, which has been engaged to provide consulting services for the preparation of the design, Technical Specifications, or other documents to be used for the procurement

Section I: Instructions to Bidders

- and provision of the Works under the Contract; or
- (f) any of their affiliates have been hired (or are proposed to be hired) by the Employer as the Engineer for the Contract; or
- (g) are themselves, or have a business or family relationship with, (i) a member of the Employer's board of directors or staff, (ii) the project's implementing entity's staff, or (iii) the Procurement Agent or Fiscal Agent (as defined in the Compact or related agreements) hired by the Employer in connection with the Compact, any of whom is directly or indirectly involved in any part of (A) the preparation of this Bidding Document, (B) the selection process for this procurement, or (C) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MCC; or
- (h) any of their affiliates have been or, at present, are engaged by the Employer in the capacity of the Procurement Agent or Fiscal Agent under the Compact.

Bidders and the Contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may be reasonably perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or Contractor or the termination of the Contract.

Ineligibility

5.7 A Bidder, all parties constituting the Bidder, and any subcontractors and suppliers for any part of the Contract, including related services, and their respective personnel and affiliates, will not be any person or entity under (a) a declaration of ineligibility for engaging in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices as contemplated by ITB 3.1 above, or (b) that has been declared ineligible for participation in a procurement in accordance with the procedures set out in Part 10 of MCC's Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC's website. This would also remove from eligibility for participation in procurement any entity that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanctions or restrictions by law or policy of the United States.

5.8 A Bidder or Contractor, all parties constituting the Bidder or Contractor, and any subcontractors and suppliers for any part of the Contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this Section 5 will nonetheless be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits

Section I: Instructions to Bidders

commercial relations with the country of the Bidder or Contractor (including any associates, subcontractors, and suppliers and any respective affiliates); or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Bidder or Contractor (including any associates, subcontractors, and suppliers and any respective affiliates) or any payments to entities in such country; or
- (c) such Bidder or Contractor, any parties constituting the Bidder or Contractor, any subcontractor or supplier or their respective personnel or affiliates are otherwise deemed ineligible by MCC pursuant to any policy or guidance that may, from time to time, be in effect as posted on MCC's website.

5.9 Bidders or Contractors must also satisfy all other eligibility criteria contained in the MCC Program Procurement Guidelines. In the case where a Bidder or Contractor intends to join with an associate, then such associate will also be subject to the eligibility criteria set forth in this Bidding Document and the MCC Program Procurement Guidelines.

Evidence of Continued Eligibility

5.10 Bidders shall provide such evidence of their continued eligibility in a manner satisfactory to the Employer, as the Employer shall reasonably request.

Commissions and Gratuities

5.11 A Bidder will furnish information on commissions and gratuities, if any, paid or to be paid relating to this procurement or its Bid and during performance of the Contract if the Bidder is awarded the Contract, as requested in this Bidding Document.

6. Eligible Materials, Equipment, and Services

6.1 The materials, equipment, and services to be supplied under the Contract may have their origin in any country subject to the same restrictions specified for Bidders and their associates and personnel set forth in ITB 5.3 above. At the Employer's request, Bidders will be required to provide evidence of the origin of materials, equipment, and services.

6.2 For purposes of ITB 6.1 above, "origin" means the place where the materials and equipment are mined, grown, cultivated, produced, manufactured, or processed, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.

Section I: Instructions to Bidders

6.3 The origin of materials, equipment, and services is distinct from the nationality of the Bidder.

6.4 Country of origin for major items of plant, materials, goods, and services provided under the Contract must be indicated in the Appendix to Bid included in Section IV, Bidding Forms. During the Contract implementation, the sources used will be verified by the Employer's Engineer.

B. Contents of Bidding Document

7. Sections of Bidding Document

7.1 This Bidding Document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders
- Section II. Bid Data Sheet
- Section III. Bid Review, Evaluation Criteria, and Bidder Qualification Requirements
- Section IV. Bidding Forms

Part 2 Works Requirements

- Section V. Works Requirements

Part 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions of Contract
- Section VII. Form of Particular Conditions of Contract and Annex to Contract
- Section VIII. Form of Notice of Intent to Award
- Section IX. Annex to the Particular Conditions and Contract Forms

7.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

7.3 The Employer is not responsible for the completeness of this Bidding Document and its Addenda if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

7.4 The Bidder is expected to examine all instructions, forms, terms, and Technical Specifications in this Bidding Document. Failure to furnish all information or documentation required by this Bidding Document may result in the rejection of the Bid.

Section I: Instructions to Bidders

8. Clarification of Bidding Document

8.1 A prospective Bidder requiring any clarification of this Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the number of days **indicated in the BDS** prior to the deadline for submission of Bids. The Employer shall post the responses on its website, including a description of the inquiry but without identifying its source by no later than the number of days as **specified in the BDS** prior to the deadline for submission of Bids. Should the clarification result in changes to the essential elements of this Bidding Document, the Employer shall amend this Bidding Document following the procedure under ITB 9.

8.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. If a Site visit is organized by the Employer, this shall be **indicated in the BDS**.

8.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit upon the express condition that the Bidder, its personnel, and agents shall release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

8.4 The Bidder's designated representative is invited to attend a pre-Bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer no later than the number of days before the pre-Bid meeting as **specified in the BDS**.

8.6 Minutes of the pre-Bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be posted on the Employer's website as **indicated in the BDS**. Any modification to this Bidding Document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-Bid meeting.

9. Amendment of Bidding

9.1 At any time prior to the deadline for submission of Bids, the Employer may amend this Bidding Document by issuing Addenda.

Section I: Instructions to Bidders

Document

9.2 All Addenda issued shall be part of this Bidding Document, and shall be communicated in writing to all prospective Bidders, and shall be posted on the Employer's website.

9.3 If the Employer has followed a pre-registration process, all Addenda shall also be communicated in writing to all pre-registered Bidders, and shall be posted on the Employer's website.

9.4 To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids at its sole discretion.

C. Preparation of Bids

10. Cost of Bidding

10.1 Except as otherwise **provided in the BDS**, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, the English translation shall govern.

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) The Letter of Bid;
- (b) All Bid Forms in accordance with Section IV, Bidding Forms, including the Priced Bill of Quantities in accordance with ITB 13 and 15;
- (c) Bid Security, in accordance with ITB 20;
- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
- (e) Documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (f) Technical Offer, in accordance with ITB 17; and
- (g) any other materials required to be completed and submitted by Bidders, as **specified in the BDS**.

12.2 In addition to the requirements above, Bids submitted by a JV or other association shall include a copy of the JV/Association agreement entered into by all members. Alternatively, a letter of intent to execute a JV/Association agreement shall be signed by all

Section I: Instructions to Bidders

members and submitted with the Bid, together with a copy of the proposed agreement.

12.3 If there is a change in the legal structure of the Bidder after the Bid submission, the Bidder is required to immediately inform the Employer.

13. Letter of Bid and Schedules

13.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

14. No Alternative Bids

14.1 Alternative Bids shall not be considered.

15. Bid Prices and Discounts

15.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirement specified below. Discounts, if any, are to be as **specified in the BDS**.

15.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer, and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

15.3 The price to be quoted in the Letter of Bid, in accordance with ITB 13.1, shall be the total price of the Bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 13.1.

15.5 Unless otherwise **specified in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

15.6 If so **specified in the BDS 1.1**, Bids are being invited for individual lots or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one lot shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in

Section I: Instructions to Bidders

accordance with ITB 15.4, provided the Bids for all lots are submitted and opened at the same time.

15.7 GCC 47 sets forth the tax provisions of the Contract. Bidders should review this clause carefully in preparing their Bid.

16. Currencies of Bid and Payment

16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as **specified in the BDS**.

17. Documents Comprising the Technical Offer

17.1 The Bidder shall furnish a Technical Offer including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's Technical Offer to meet the work requirements and the completion time.

18. Documents Establishing the Qualifications of the Bidder

18.1 In accordance with Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements, to establish that the Bidder's qualifications meet the requirements established in this section, the Bidder shall provide all information requested in the corresponding information sheets and forms included in Section IV, Bidding Forms.

19. Period of Validity of Bids

19.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period may be rejected by the Employer as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except at the discretion of the Employer.

19.3 If the award is delayed by a period exceeding eighty four (84) days beyond the expiry of the initial Bid validity, the following conditions shall apply:

- (a) Unit rates quoted by Bidders in their priced Bill of Quantities shall be adjusted by the factor **specified in the BDS**; and
- (b) Bid evaluation shall be based on the Bid price without taking into consideration any adjustment applied pursuant

to (a) above.

20. Bid Security

20.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form and in the amount and currency **specified in the BDS**. If a Bidder is bidding on multiple lots, the Bid security required shall be as **specified in the BDS**.

20.2 Unless otherwise **specified in the BDS**, the Bid Security shall be a demand guarantee at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee; or
- (b) an irrevocable letter of credit, from a reputable source in an eligible country.

If the Bid Security is issued by a financial institution located outside the Employer's country, the Bid Security must be confirmed by a correspondent financial institution located in the Employer's country, satisfactory to the Employer, to make the Bid Security enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder and identify the correspondent financial institution if the financial institution is located outside of the Employer's country. The Bid security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.3 Any Bid not accompanied by an enforceable and compliant Bid Security shall be rejected by the Employer as non-responsive. Bidders are advised that a Bid-securing Declaration or a Bid Bond is not an acceptable form of Bid Security, and if a Bid-securing Declaration or a Bid Bond is provided as Bid Security, the Bid shall be deemed non-responsive and rejected.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.6 The Bid Security of a JV or other association shall be in the name of the association that submits the Bid. If the association has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 12.2.

Section I: Instructions to Bidders

20.7 The Bid Security may be forfeited, in the Employer's sole discretion:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid form, except as provided under ITB 19.2 in the case of Bid extension; or
- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41, or fails to furnish a Performance Security in accordance with GCC Clause 54, as described in ITB 42.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 17 and clearly mark it ORIGINAL. In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark each one COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 The original and all copies of the Bid shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. A letter of authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person(s) signing the Bid.

21.3 A Bid submitted by a JV or other association shall comply with the following requirements:

- (a) be signed so as to be legally binding on all partners; and
- (b) include the Contractor's representatives' authorization and be signed by those legally authorized to sign on behalf of the JV or association.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

22.1 The Bidder shall enclose the original and all copies of the Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single outer envelope

Section I: Instructions to Bidders

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer;
- (c) bear the specific name and identification number of this bidding process **specified in the BDS section 1.1**; and
- (d) bear a warning not to open before the specified time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

23. Deadline for Submission of Bids

23.1 Bids must be delivered to the Employer at its address and no later than the date and time **specified in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending this Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened at the Bidder's expense to the Bidder, if so requested by the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted, but before the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and, in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

Section I: Instructions to Bidders

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened at the expense of the Bidder to the Bidder, if so requested by the Bidder.

25.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the Bids in public at the address, date and time **specified in the BDS**. Anyone may attend that Bid opening including representatives of the Bidders and members of the general public.

26.2 First, envelopes marked WITHDRAWAL shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. Next, envelopes marked SUBSTITUTION shall be opened and read out and exchanged with the corresponding Bid being substituted; the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening. Envelopes marked MODIFICATION shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, and the official shall read aloud: the name of the Bidder and whether there is a modification; the Bid price(s), including any discounts; the presence of a Bid Security, if required; and any other details as the Employer may consider appropriate. Only discounts read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 24.

26.4 The Employer prepare a record of the Bid opening that shall include, at a minimum, the name of the Bidder and whether there was a withdrawal, substitution, or modification; the Bid price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security. The Bidder's representatives who are present shall be required to sign the record. The omission of any signature on the record shall not invalidate the contents and effect

of the record. A copy of the record shall be posted on the Employer's website.

E. Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the evaluation of Bids and recommendations of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB 43.1. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid or may invalidate the entire procurement process.

27.2 Any attempt or effort by a Bidder to influence the Employer in the evaluation of Bids or Contract award decisions may result in the rejection of its Bid and may subject the Bidder to the provisions of the Government's, the Employer's, and MCC's anti-fraud and corruption policies and the application of other sanctions and remedies to the extent applicable.

27.3 Notwithstanding the above, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing, at the address **specified in the BDS**.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at its discretion, ask any Bidder for clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the Bidder's response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Bids, the following definitions apply:

- (a) "*deviation*" is a departure from the requirements specified in this Bidding Document;
- (b) "*reservation*" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in this Bidding Document; and

Section I: Instructions to Bidders

- (c) “*omission*” is the failure to submit part or all of the information or documentation required in this Bidding Document.

30. Bid Review, Evaluation of Bids, and Qualification of Bidders

30.1 The Employer’s review of the Bid is to be based on the contents of the Bid itself, as defined in ITB 12, and will involve the following processes as detailed further in Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements.

- (a) **Administrative review** is conducted to determine that the Bid is complete, including all required documents and forms. The Bidder may be requested to submit additional information or documentation and/or to correct nonmaterial nonconformities in the Bid related to documentation requirements. Failure of the Bidder to comply with the request to respond to a request within the deadline stated in the request may result in the rejection of its Bid.
- (b) **Responsiveness determination** is conducted to determine responsiveness to the Bid, as detailed in ITB 31. This process will include a detailed technical review. The Employer may request any Bidder to clarify its Bid according to the procedures set out in ITB 28. The Employer reserves the right at its sole discretion to conduct this responsiveness determination in sequence, beginning with the lowest Bid. If a Bid is not substantially responsive to the requirements of this Bidding Document, it shall be rejected and may not subsequently be made responsive by correction of a material deviation, reservation, or omission.
- (c) **Qualification review** shall be conducted to determine if the Bidder satisfies the qualification requirements as described in Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 18.1, the Bidder’s record of past performance, a review of references, and any other source at the Employer’s discretion. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder.
- (d) **Price review** is conducted to review the price forms for arithmetical errors, omissions or clarifications and to rank the Bids from lowest to highest price. The procedures for

Section I: Instructions to Bidders

correcting arithmetical errors are set out in ITB 32.1. Bid prices shall also be reviewed for price reasonableness as required by the MCC Program Procurement Guidelines.

Sequence of review: The Employer reserves the right to carry out the review process in any sequence and the right not to review higher priced Bids unless a lower price Bid is rejected.

31. Determination of Responsiveness

31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

31.2 A substantially responsive Bid is one that meets the requirements of this Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with this Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, technical proposal, in particular, to confirm that all requirements of Part II, Works Requirements, have been met without any material deviation, reservation, or omission.

31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer, and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

31.6 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related documentation requirements. Requesting information or documentation on such

Section I: Instructions to Bidders

nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.7 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Bid Review, Evaluation Criteria, and Bidder Qualification Requirements.

32. Correction of Arithmetic Errors

32.1 During the price review as per ITB 30.1 (d), the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 If the Bidder does not accept the correction of errors, its Bid shall be rejected.

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted into a single currency **as specified in the BDS**.

34. Price Reasonableness

34.1 If the price reasonableness analysis suggests that a Bid is significantly unbalanced or front loaded, the Employer may require the Bidder to produce a detailed price analysis for any or all items of the Bill of Quantities that demonstrates the internal consistency of prices with the construction methods and schedule proposed.

34.2 A negative determination of price reasonableness (either unreasonably high or unreasonably low) may be a reason for the rejection of the Bid at the discretion of the Employer. The Bidder

Section I: Instructions to Bidders

shall not be permitted to revise its Bid after this determination.

35. No Margin of Preference

35.1 In accordance with the MCC Program Procurement Guidelines, a margin of preference for domestic Bidders shall not be used.

36. Past Performance and Reference Check

36.1 In accordance with the MCC Program Procurement Guidelines, the Bidder's performance on earlier contracts will be considered a factor in the Employer's qualification of the Bidder. The Employer reserves the right to check the performance references provided by the Bidder or to use any other source at the Employer's discretion. If the Bidder (including any of its associates or joint venture/association members) is or has been party to an MCC funded contract (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world), whether as a lead contractor, affiliate, associate, subsidiary, subcontractor, or in any other role, the Bidder must identify the contract in its list of references submitted with its Bid using Bidding Form REF 1: References of MCC Funded Contracts. Failure to include any such contracts may be used to form a negative determination by the Employer on the Bidder's record of performance in prior contracts. However, the failure to list any contracts because the Bidder (including any of its associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the Employer on the Bidder's record of performance in prior contracts. That is, prior performance in connection with an MCC funded contract is not required. The Employer will check the references, including the Bidder's past performance reports filed in MCC's Contractor Past Performance Reporting System ("CPPRS"). A negative determination by the Employer on the Bidder's record of performance in prior contracts may be a reason for disqualification of the Bidder at the discretion of the Employer. However, before rejecting the Bid, the Employer shall give the Bidder one opportunity to respond to the negative determination.

37. Employer's Right to Accept any Bid and to Reject any or all Bids

37.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders at the Employer's expense. If all Bids are rejected, the Employer shall review the causes justifying the rejection and consider making revisions to the conditions of Contract, design and Technical Specifications, scope of the Contract, or a combination of these, before inviting new Bids. The Employer reserves the right to

cancel the procurement if this is no longer in the interest of the Employer. Rejection of all Bids and canceling the procurement requires prior approval by MCC.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37, , the Employer shall award the Contract to the Bidder whose Bid has been determined to be the lowest evaluated Bid and is substantially responsive to this Bidding Document, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39. Notification of Award and Signing of Agreement

39.1 Prior to the expiration of the period of Bid validity, the Employer shall send the Notice of Intent to Award to the successful Bidder. The Notice of Intent to Award shall include a statement that the Employer shall issue a formal Letter of Acceptance and draft Contract Agreement after expiration of the period for filing a Bid challenge and the resolution of any Bid challenges that are submitted. Delivery of the Notice of Intent to Award **shall not constitute the formation of a contract** between the Employer and the successful Bidder and no legal or equitable rights will be created through the delivery of the Notice of Intent to Award.

39.2 At the same time it issues the Notice of Intent to Award, the Employer shall also notify, in writing, all other Bidders of the results of the bidding. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after receiving notification of the bidding results, makes a written request for a debriefing as provided in the MCC Program Procurement Guidelines, or submits a formal Bid challenge.

40. Bid Challenges

40.1 Bidders may challenge the results of a procurement only according to the rules established in the Bid Challenge System developed by the Employer and approved by MCC. The rules and provisions of the Bid Challenge System are as published on the Employer's website **indicated in the BDS**.

41. Signing of Contract

41.1 Upon expiration of the period for timely filing of Bid challenges and the resolution of any Bid challenges that are submitted, the Employer shall send the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Until a formal Contract is prepared and executed, the

Section I: Instructions to Bidders

Letter of Acceptance shall constitute a binding Contract between the Employer and the Contractor.

41.2 The Letter of Acceptance shall include the Contract Agreement for the review and signature of the successful Bidder.

41.3 Within twenty-eight (28) days of issuance from the Employer of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer, along with a Performance Security as per ITB 42.

41.4 If any negotiations or clarifications are required either by the Employer or the successful Bidder they shall be completed within the same twenty-eight (28) days of receipt of the Letter of Acceptance by the successful Bidder, unless otherwise agreed in writing by both parties. Failure to conclude negotiations/clarifications does not excuse the successful Bidder from the timely submission of the Performance Security as described in ITB 42.1.

42. Performance Security

42.1 Within twenty-eight (28) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in accordance with the terms of GCC Clause 54, and for the amount **specified in the BDS**, using for that purpose the form of Performance Security included in Section IX, Annex to the Particular Conditions of Contract – Contract Forms, or another form acceptable to the Employer. A foreign institution providing the Performance Security shall have a correspondent financial institution located in the Employer's country.

42.2 Failure of the successful Bidder to submit the above-mentioned performance security or to sign the Contract within twenty-eight (28) days of the receipt of the Letter of Acceptance shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In the event the Employer may award the Contract to the next lowest evaluated Bid that is substantially responsive and whose Bidder is determined by the Employer to be qualified to perform the Contract satisfactorily.

43. Posting of Award Notice

43.1 Upon receipt of the signed Contract Agreement and a valid Performance Security, the Employer shall return the Bid Securities of unsuccessful Bidders and shall publish in *UNDBOnline*, in *dgMarket* and on the Employer's website and other places as MCC may specify and in accordance with MCC's Program Procurement Guidelines, the results identifying the Bid and lot numbers, if applicable, and the following information:

- (a) the name of the winning Bidder;
- (b) the price of the winning Bid and the price of the Contract

Section I: Instructions to Bidders

award if different; and

(c) the duration and the summary scope of the Contract awarded.

- | | |
|--|---|
| 44. Commencement Date | 44.1 The Commencement Date shall be agreed between the successful Bidder and the Employer but shall be within forty-two (42) days after the Contractor receives the Letter of Acceptance by the Employer. |
| 45. Inconsistencies with MCC Program Procurement Guidelines | 45.1 The Procurement that is the subject of this Bidding Document is being conducted in accordance with and is subject in all respects to MCC's Program Procurement Guidelines. In the event of any conflict between any section or provision of this Bidding Document (including any Addenda that may be issued to this Bidding Document) and the MCC Program Procurement Guidelines, the terms and requirements of the MCC Program Procurement Guidelines shall prevail, unless MCC has granted a waiver of the guidelines. |
| 46. Applicable Compact Conditions | 46.1 Bidders are advised to examine and consider carefully the provisions that are set forth in Annex A (Additional Provisions) attached to and made part of the Particular Conditions of the Contract, as these are part of the Government's and the Employer's obligations under the Compact and related documents which, under the terms of the Compact and related documents are required to be transferred onto any Bidder, Contractor, or subcontractor who partakes in procurement or subsequent contracts in which MCC funding is involved. |
| 47. Advance Payment and Security | 47.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS . The Advance Payment shall be guaranteed by a Security. Section VII, "Security Forms", provides a Bank Guarantee for Advance Payment form. |
| 48. Adjudicator | 48.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the PCC at the request of either party. |

Section I: Instructions to Bidders

SECTION II. BID DATA SHEET

A. General	
ITB 1.1	<p>The name of the Employer is SDSU in association with MCA-Georgia</p> <p>The Works for which the Bidding Documents have been issued is: [insert brief description of the Works]</p> <p>The number and identification of lots (contracts) comprising this IFB is: [insert information].</p>
ITB 1.2	<p>The Intended Completion Date of the Works is: [insert date].</p>
B. Bidding Documents	
ITB 8.1	<p>To request clarification of this Bidding Document only, the Employer's address is:</p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Telephone: _____</p> <p>Facsimile number: _____</p> <p>Electronic mail address: _____</p>
ITB 8.1	<p>The minimum number of days prior to the deadline for submission of Bids to receive any request for clarification is [insert number] days.</p> <p>The minimum number of days prior the submission of Bids the Employer will respond is [insert number] days by posting the responses on the Employer's website.</p>
ITB 8.2	<p>A Site visit organized by the Employer [insert shall or shall not] take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p>
ITB 8.4	<p>A pre-Bid meeting [insert shall or shall not] take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p>

Section II: Bid Data Sheet

ITB 8.5	Questions should be submitted to the Employer in writing not later than [insert number] days prior to the date of the pre-Bid meeting.
ITB 8.6	Minutes of pre-Bid meeting shall be posted on Employer's website [insert web address]
C. Preparation of Bids	
ITB 10.1	If Employer shall pay any costs of the site visit, those are listed below. [insert list of expenses that Employer will cover or state NONE]
ITB 12.1(g)	The Bidder shall submit with its Bid the following additional documents: [insert details here]
ITB 15.1	Discounts [insert shall or shall not] be considered. The requirements for allowable discounts, if any, are defined in Part 2, Works Requirements. If discounts are permitted, the evaluation method is specified in Section III, Bid Review, Evaluation Criteria and Bidder Qualification Requirements.
ITB 15.5	The prices quoted by the Bidder [insert shall or shall not] be subject to adjustment.
ITB 16.1	The currency(ies) of the Bid shall be as follows: [insert details here] . The currency(ies) of the payment shall be as follows: [insert details here] .
ITB 19.1	The Bid validity period shall be [insert number] days
ITB 19.3 (a)	The Bid price may be adjusted by the following factor: [insert percentage] .
ITB 20.1	The amount and currency of Bid Security shall be not less than [insert details] . In the case of multiple lots the following additional conditions apply: [insert details] .
ITB 20.2	The following alternative forms of Bid Security are acceptable: [insert details] . [Bidders may request confirmation of acceptance of alternative forms of Bid Security prior to submission of Bids. No Bidder will be permitted to cure an unacceptable form of Bid Security after Bids are submitted.]
ITB 21.1	In addition to the original of the Bid, the number of required copies is: [insert number] .
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: [insert details] .
D. Submission of Bids	

Section II: Bid Data Sheet

ITB 23.1	<p>For <u>Bid submission purposes</u> only, the Employer's address is : Attention: _____ Street Address: _____ Floor/Room number: _____ City: _____ Country: _____ The deadline for Bid submission is: Date: _____ Time: _____</p>
E. Bid Opening and Evaluation	
ITB 26.1	<p>The Bid opening shall take place at: Street Address: _____ City: _____ Country: _____ Date: _____ Time: _____ Procedure for electronic opening: _____</p>
ITB 27.3	<p>All correspondence must be addressed to the Employer at: [insert address].</p>
ITB 33.1	<p>The currency that shall be used for Bid evaluation and comparison is: [insert details here]. The basis for conversion shall be: [Specify the source for the exchange rate, such as the Central Bank rate, a published rate that is widely available, etc.]</p>
F. Award of Contract	
ITB 42.1	<p>The form, amount and currency of the Performance Security shall be [insert details here].</p>
ITB 47.1	<p>The Advance Payment shall be limited to [insert percentage] percent of the Contract Price.</p>
ITB 48.1	<p>The Adjudicator proposed by the Employer is [insert name and address]. The hourly fee for this proposed Adjudicator shall be [insert amount and currency]. The biographical data of the proposed Adjudicator is as follows: [provide relevant information, such as education, experience, age, nationality, and present position]. The Appointing Authority is [insert complete legal name and address]</p>

SECTION III. BID REVIEW, EVALUATION CRITERIA, AND BIDDER QUALIFICATION REQUIREMENTS

1.0 Process

This Section contains all the criteria that the Employer shall use to review Bids, qualify Bidders and select the winning Bid. In accordance with ITB 30, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms. This review shall be based on the information provided by the Bidder in these forms plus the Bidder's record of past performance, other references and any other sources at the Employer's discretion to confirm and verify the Bidder's qualifications and representations in its Bid.

The Employer may conduct the following review in any sequence, as considered appropriate by the Employer.

A. Bid Review.

A1. Administrative Review. This review is conducted to determine that the Bid is complete, all required documents are included and all forms are included and are completed. The Bidder may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the Bid related to documentation requirements. Determinations made during this review include:

- Determine if the Bid is sealed and signed as per the requirements of ITB 21 and ITB 22;
- Determine if the Bid Security in the correct format is enclosed;
- Determine eligibility of Bidder;
- Determine if GOE certification is enclosed and completed; and
- Determine if all required forms are included and completed.

A2. Responsiveness Determination. This review will be conducted to determine if the Bid is substantially responsive as explained in ITB 31. A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission in accordance with ITB 31.2. If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not be subsequently made responsive by correction of the material deviation, reservation, or omission. However, the Employer may request any Bidder to clarify its Bid according to the procedures set out in ITB 28. The Employer may determine responsiveness of Bids, beginning with the Bid that is determined to be the lowest Evaluated Bid Price after the Price Review is conducted. At its sole discretion, the Employer may elect not to review higher priced Bids for responsiveness after a lower priced Bid is determined to be substantially responsive. Responsiveness determination is based upon a detailed technical review according to the details given below.

Section III: Bid Review, Evaluation Criteria, and Bidder Qualification Requirements

Technical Review for Responsiveness Determination:

Documents Comprising Technical Offer. The Bidder shall furnish a Technical Offer including a statement of work methods, equipment, personnel, schedule, and other information as stipulated in Section IV (Bid Submission Forms), in sufficient detail to demonstrate the adequacy of the Bidder's Bid to meet the work requirements and the completion time.

Assessment of Adequacy of Technical Offer. Review of the Bidder's Technical Offer will include an assessment of the Bidder's technical method and approach to mobilize key equipment and personnel for the Contract consistent with the requirements stipulated in Part 2, Works Requirements. The review of the Technical Offer will also include an assessment of the Bidder's personnel, method and approach to satisfy the environmental, social, gender, health and safety requirements as called for in Part 2.

B. Evaluation Criteria.

B1. Price Review. This review is conducted to determine the Evaluated Bid Price of each Bid. Only price and price-related criteria shall be the basis of award. The evaluation criteria to determine the winning Bid shall be the lowest Evaluated Bid Price, among the responsive Bids submitted by qualified Bidders.

The "Evaluated Bid Price" shall be the Bid price adjusted as follows:

- The Evaluated Bid Price excludes Provisional Sums, but includes day-work items, where priced competitively;
- The Evaluated Bid Price does not include the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract;
- The Evaluated Bid Price does not include the estimated effect of the price adjustment to rates due to extensions of the Bid validity period in accordance with ITB 19.3;
- The Evaluated Bid Price includes adjustment for correction of arithmetical errors, omissions, clarifications, etc., in accordance with ITB 32.1; and
- The Evaluated Bid Price includes adjustment due to discounts offered in accordance with ITB 15. If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the Employer will award lots (contracts) based on the least cost responsive combination of all lots (contracts).

After the above adjustments and corrections are made, the Employer will convert the Evaluated Bid Price to a single currency in accordance with ITB 33.

B2. Price Reasonableness Determination.

Section III: Bid Review, Evaluation Criteria, and Bidder Qualification Requirements

Price Review also includes a determination of price reasonableness as required in the MCC Program Procurement Guidelines. If the price reasonableness analysis suggests that a Bid is significantly unbalanced or front loaded, the Employer may require the Bidder to produce a detailed price analysis for any or all items of the Bill of Quantities that demonstrates the internal consistency of prices with the construction methods and schedule proposed. The Employer reserves the right to seek clarification; however, the clarification will not be used to change the Bid price. A negative determination of price reasonableness (either unreasonably high or unreasonably low) may be a reason for rejection of the Bid at the discretion of the Employer. The Bidder shall not be permitted to revise its Bid after this determination.

After determining the Evaluated Bid Price of each Bid, the Employer will rank the Bids from the lowest to the highest.

C. Qualification Review.

C1. Qualification Review. This process will be conducted to determine if the Bidder satisfies the qualification requirements as listed in ITB 30.1(c), and in Section 2.0 below. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as requested in Section IV, Bidding Forms, plus the Bidder's record of past performance and a review of references and any other source at the Employer's discretion. All qualification requirements shall be considered on a pass/fail basis. An affirmative determination of qualification shall be a prerequisite for award of the Contract to a Bidder.

Multiple lots (contracts). If a Bidder submits successful (lowest evaluated responsive) Bids for multiple lots (contracts), the qualification review will also include an assessment of the Bidder's capacity to meet the aggregate qualification requirements.

C2. References and Past Performance Review. In accordance with ITB 36, the Bidder's performance on earlier contracts will be considered in determining if the Bidder is qualified for award of the Contract. The Employer reserves the right to check the performance references provided by the Bidder or to use any other source at the Employer's discretion. If the Bidder (including any of its associates or joint venture/association members) is or has been a party to an MCC-funded contract (either with MCC directly or with any Millennium Challenge Account Entity, anywhere in the world), whether as a lead contractor, affiliate, associate, subsidiary, subcontractor, or in any other role, the Bidder must identify the contract in its lists of references submitted with its Bid using Bidding Form REF1: References of MCC Funded Contracts. Failure to include any such contracts may be used to form a negative determination by the Employer on the Bidder's record of performance in prior contracts. However, the failure to list any contracts because the Bidder (including any of its associates or joint venture/association members) has not been a party to any such contract will not be grounds for a negative determination by the Employer on the Bidder's record of performance in prior contracts. That is, prior performance in connection with an MCC-funded contract is not required. The Employer will check the references, including the Bidder's past performance reports filed in MCC's Contractor Past Performance Reporting System.

Annex 5 – Industry Advisory Board Minutes

The rest of this page is left intentionally blank.

SDSU-Georgia
Board of Advisory Meeting
October 20, 2104

Present:

Chitashvili, Marine; Clement, Kateri; Dvalidze, Nino; Eliashvili, Merab; Enwemeka, Chukuka; Gabrichidze, David (representing G. Chirakadze); Kutateladze, Mzia; Magradze, Magda; Maloy, Stanley; Mamulashvili, Nona; Margvelashvili, Irakli; Mehrabadi, Monte; Shapiro, Joe; Sharvashidze, George; Walsh, Ken; Zumburidze, Otar.

Guests: Ambassador Richard Norland

Absent: Khazaradze, Mamuka

The meeting was called to order by Dean Walsh at 4:10pm.

1. Ambassador Norland – The Ambassador thanked the group for being part of this initiative that grows and gets more and more exciting each day. He pointed out that American higher education is grounded by engaging with the business and economic communities. Education through MCC is the largest single item receiving support from the country and the US in the second Compact.
2. Provost Enwemeka – Provost Enwemeka thanked the group for their interest and support. He reported that SDSU was grateful and delighted to have been selected to partner with MCC, MCA and the government of Georgia. Provost Enwemeka described several factors that he thought would support a successful outcome. First, SDSU brings a wealth of experience to international engagement. Given that education is the key to economic and industrial growth, it is interesting to note that, for example, San Diego has become the fastest growing city for biotech and the #2 biotech center in the US. SDSU graduates staff these businesses. In addition, given the partnership with government, and three major universities in Georgia, SDSU has a strong commitment with lots of support and enthusiasm for senior leadership. He promised to make sure that the SDSU President attends the first graduation.
3. Dean Walsh – Ken reviewed the agenda. There were no suggested changes to the proposed agenda.
4. Dean Walsh – Ken described the role of the Advisory Board. Advisory boards are a critical part of accreditation and crucial to success. SDSU will need input and feedback about how our graduates are doing when they are working after graduation and in internships. In this specific case, the Board's cultural expertise is an important element as well. The Board is, however, advisory as the name implies. Accreditors require that decisions are made within the academic institution. Members of the Board do not have fiduciary responsibilities. As a part of the advisory role, the Board will assist by serving as advocates for students and alumni, and serving as partners for internships or job placement, guest speakers, opportunities for visits for students into Georgian industry. SDSU prides itself on providing hands-on

experiences to its students. In terms of time commitments, Ken asked the Board to anticipate a formal meeting in each fall. There is likely to be more of a workshop style of a meeting in the Spring.

5. Program overview: SDSU staff gave a brief overview of the program, so that all members of the Advisory Committee would be at a similar level of understanding of the project. Dean Maloy provided a description of the project concept. Dean Walsh reviewed the project status. Dean Shapiro gave an overview of the English Language Academy and the STEM Institute. A handout version of the slides for this presentation is attached.
6. Discussion: A number of issues were raised in discussion subsequent to this overview.
 - a. Dr. Zumburidze pointed out that accreditation issues must be solved in order for the degree programs to be offered. Ms. Magradze described the development of proposed changes to the accreditation laws that are being developed for Parliament to address these concerns.
 - b. Dr. Mamulashvili asked about the rationale for limiting the program to bachelor's degrees. Dean Maloy pointed out that in the analysis by MCC and the Georgian government, bachelor's degrees are what is most needed. Down the road we may transition to other kinds of degrees.
 - c. Dr. Kutateladze asked about the timing for adding additional degree programs. Dean Maloy pointed out that our initial planning is that such expansion might occur in the range of 5 years or so, once the initial degree programs begin being taken over by the partner institutions.
 - d. The group was asked to share their thoughts on where the demand is highest for workers in STEM fields, especially those relating to the initial degree programs.
 - e. Mr. Gabrichidze noted that a key area of the economy is software solutions. He noted the need for skilled workers in software in Georgia. His advice (which seemed to be a widely shared opinion) is that a career center to help with student learning would be critical to alumni placement.
 - f. Dr. Walsh noted that a career services infrastructure is a part of the student life component of SDSU-G's programs.
 - g. Several members pointed out the need to involve students in internships so that they can develop industry knowledge and perspectives. The Deans agreed, and indicated that this is a key component of SDSU's profile in the San Diego region and must be replicated in Georgia.
 - h. Representatives from the pharmaceutical industry suggested that there is significant need in that arena. This includes workforce skilled enough to be able to conduct and monitor clinical trials. They also pointed out that it is important to provide a broad education, because skills outside the technical arena are also critical to success.

- i. Dean Maloy pointed out that this is an issue SDSU is well aware of and strives to accomplish. Graduates are also expected to have “soft skills” – they may not be business experts but should be able to function in business.
- j. Members of the board asked about the support for this college-educated workforce via vocational education. Ms Magradze described the vocational education component of the current compact, which is intended to help address this issue.
- k. Dr. Sharvashidze pointed out the need for student recruitment as STEM is not on the top of the agenda of many top students. Those that are interested often leave: About 2000 students in the US are studying STEM related degrees because there is no internationally recognized STEM program in Georgia. He suggested that this produces an opportunity, and that SDSU should recruit students in the region like Azerbaijan, Armenia, Khazakstan, etc.
- l. Prpovost Enwemeka noted interest from Azerbaijan as indicated by a meeting he had with an official delegation just before leaving for Georgia.
- m. Several members pointed out that an innovation or entrepreneurship infrastructure would provide a pathway for students to create their own jobs after graduation. This is also a mechanism to build the economy. Provost Enwemeka noted SDSU is in the top 20 in the US in entrepreneurship, and can provide assistance in this arena. Dean Walsh reported that similar feedback has been received by others. This issue is of clear interest to many members of the Board.

The meeting was adjourned at 6:05 pm. Members were asked to refer recommendations for additional members of the Board to Dean Walsh.

Submitted by: Joe Shapiro

Approval Date:

D

Annex 6 – GRDF MOU completion and implementation (Options sent to MCA-G, awaiting feedback.

Scholarship application process?)

The rest of this page is left intentionally blank.

GRDF Status

The SDSU proposal for use of GRDF funds includes plans for pre-university preparatory/bridge courses in math, science, English language and other subjects as necessary. In addition, it recognized that recruitment and retention of women, minorities, and socially vulnerable students will require different approaches to include specific mechanisms to be used for recruiting and retaining students from one or more of these underrepresented or disadvantaged groups. The proposed GRDF Investment strategy focused on providing opportunities and services most highly valued by students in general, with special attention to providing opportunities that are specially valued by these groups.

In discussions since the start of this project, there have been a number of suggestions that other uses could or should be considered. Although alternate use strategies, including loans and the investment of the funds into a dividend-bearing account, have been considered, SDSU's preferred option remains using the one-time GRDF funds for one-time start-up costs - consistent with generally accepted grant administration and accounting best practices. The uncertainties regarding the actual magnitude of funds, the availability of those funds, the process for obtaining them, and the potential ways in which they could be used presently act as barriers to in-depth consideration of alternative uses.

SDSU continues to evaluate with partners in Georgia the balance between preferred and allowable uses of the GRDF funds, including appropriate strategies for negotiating and managing the transfer of funds and governing agreements between the managing party for GRDF and SDSU.

Proposed uses of GRDF funds (exclusive of either loans or endowment) will require full access to the funds beginning in Q1 of the anticipated 45-month MCA-Georgia enrollment contract period, so that the uses can be in sync with the first academic year. Priority tasks for the current contract period should be revised to include: 1) Approval of proposed uses of the GRDF funds; 2) Approval of the proposed agreement form, and mechanism for delivery of funds; and 3) Approval and execution of the required MOU governing the delivery and use of GRDF funds.

These tasks are all under progress, evidenced by the submitted GRDF investment strategy form (delivered to MCA-Georgia in December and included starting on the next page for reference), and ongoing discussion between SDSU, MCA-Georgia, and the relevant Georgian ministries.

Summary of GRDF Usage Scenarios

As described elsewhere, the SDSU proposal for use of GRDF funds includes plans for pre-university preparatory/bridge courses in math, science, English language and other subjects as necessary. In addition, it recognized that recruitment and retention of women, minorities, and socially vulnerable students will require different approaches to include specific mechanisms to be used for recruiting and retaining students from one or more of these underrepresented or disadvantaged groups. The proposed GRDF Investment strategy focuses on providing opportunities and services most highly valued by students in general, with special attention to providing opportunities that are specially valued by these groups.

In particular, the core investment strategy for GRDF funds will be to deploy the funds in a flexible and strategic fashion to directly improve student outcomes. Investments will be made in three core areas, elaborated below and based on the immediate and on-the-ground needs of students:

1. English Language Academy and STEM Preparatory Institute
2. Student aid, including such potential items as scholarships, loans and grants for tuition and living expenses;
3. Student life activities.

SDSU's investment strategy for GRDF funds is based on a long-term analysis of the needs of a successful SDSU-Georgia program, as well as the future resources to be deployed after the initial investment period. In short, GRDF funds are necessary to jump-start key student support activities for which other funds are either not available or being allocated against other priority operational requirements. It is anticipated that these core programmatic activities will be continued through the 20-year operation of the project and funded by tuition-based revenue – once student enrollment reaches a minimum of 1500 students and the attended tuition reaches break-even around year 4 of the 5-year compact with MCA-Georgia.

However, in appreciation of the historic uses of GRDF funds, we have prepared the following brief analysis of potential alternate scenarios. For purposes of this analysis, we have assumed the conservative estimate of \$2.6M dollars for the value of the GRDF funds. We understand that additional funds may ultimately be realized. Finalizing this estimate is a critical part of planning for the GRDF utilization.

Scenario – SDSU Proposal

Of the initial \$2.6 million dollars of GRDF funds to be provided, we propose to allocate approximately \$500,000 per year for CY2 (AY15/AY16) and CY3 (AY16/AY17) to support the ELA and SPI programs. Of the \$500,000, we have allocated approximately \$200,000 for the ELA services to be provided to up to 200 students a year. For the SPI, the staffing and operational activities are estimated at a cost of \$400/student, in addition to instructor salaries, for a total of about \$200,000 for up to 200 students a year. An additional \$100,000 is allocated for ELA and SPI administration and other direct costs. These efforts and expenditures are exclusively dedicated to identifying and preparing students, with particular focus on underrepresented and disadvantaged students, for matriculation into a STEM degree program in CY2 and CY3. We are proposing an allocation of GRDF funding of \$625,000 in scholarships and aid for CY2 and CY3.

Endowment Investment

The Campanile Foundation manages endowment investment for San Diego State University. The portfolio is invested in accordance with a core principle of successful investing which acknowledges that a diversified portfolio across different asset classes should provide a sustainable rate of income while minimizing the volatility that affects all investments to varying degrees. The allocation strategy, spending policy and governance are incorporated in the Campanile Foundation Investment Policy Statement. The current asset allocation mix is designed to return the long-term objective of 6.5%. The Campanile Foundation currently has allocations with thirteen different investment managers covering the following asset investment classes: Domestic and International Equity, Domestic Fixed Income, Real Estate, and Alternative Assets. The total average return for the past ten fiscal years ranked in the top 28% of university endowments. The total return of the fund as of September 30, 2014 on a 1-year, 3-year, 5-year and 10-year basis was 8.9%, 13.9%, 9.6% and 7.6% respectively.

Scenario: Partial Endowment Investment of GRDF Funds

Considering that only the Campanile Foundation's 10-year return incorporates the most recent economic downturn and US recession, we use a conservative 6% annual return for projected endowment revenue. Understanding that all proposed activities would still need to be fully funded, a partial investment strategy could be deployed in the following way:

One model would be to use GRDF fund *only* for ELA/SPI sponsorship. Under this approach, an alternate source for scholarship revenue would have to be identified. For example, one model under consideration would be to use only GoG lump sum finalist payments for scholarships. The total projected GoG lump sum payment amounts to approximately \$5,000 for every four Georgian students. As the proposal has been to provide scholarship and student aid in the amount of approximately \$5,000 for up to 25% of the projected student body – the GoG lump sum payment would, by definition, meet the needs of the proposed scholarship program regardless of enrollment (capped at 2000 students per the guidelines). GoG lump sum payments would then have to be offset by reprogramming of projected investment costs, most likely through the deferment or redesign of proposed laboratories. With substantial success in the enrollment of international students, deferred laboratories could be re-implemented pending the identification of sufficient resources through international student tuition.

Because Georgia has recently made English a priority foreign language for K-12 education, the requirements for a full ELA/SPI are not expected to be permanent with the opportunity to reduce allocations after CY2 to amounts appropriate for recruiting, assessment, and limited STEM remediation, with reduced burden for ELA programs and instructors.

	CY0	CY1	CY2	CY3	CY4
Principal	\$2,600,000	\$2,100,000	\$1,726,000	\$1,329,560	\$1,309,334
Investment Returns	\$0	\$126,000	\$103,560	\$79,774	\$78,560
Allocations (ELA/SPI)	(\$500,000)	(\$500,000)	(\$500,000)	(\$100,000)	(\$100,000)
Total	\$2,100,000	\$1,726,000	\$1,329,560	\$1,309,334	\$1,287,894

Scenario: Full Endowment Investment of GRDF Funds

At current, conservative, investment returns, a full investment of the projected GRDF funds could provide long-term resources of ~\$150,000/year. One potential use for those funds could be directed scholarship support for economically and socially-disadvantaged students. At the projected revenue, up to ~30 economically and socially-disadvantaged student could be supported at the \$5,000/student level. With other scholarships supported by GoG funds (assuming appropriate reprogramming as indicated above), this funding could substantially reduce the potential economic burden on this special student population.

	CY0	CY1	CY2	CY3	CY4
Principal	\$2,600,000	\$2,600,000	\$2,600,000	\$2,600,000	\$2,600,000
Investment Returns	\$0	\$156,000	\$156,000	\$156,000	\$156,000
Allocations (ELA/SPI)	\$0	(\$156,000)	(\$156,000)	(\$156,000)	(\$156,000)
Total	\$2,600,000	\$2,600,000	\$2,600,000	\$2,600,000	\$2,600,000

Scenario: Additional Scholarships stimulate early enrollment

SDSU-Georgia is considering the impact of increasing the CY1 scholarship pool *beyond* the \$5,000 per student (on average) benefit that would be wholly supported by the GoG enrollment investment. Under these conditions, additional scholarships could only be funded by one of three additional sources: 1) Student tuition (which it has been proposed to cap the prospective contribution at 30% of tuition collected, consistent with the disbursements of SDSU's existing State University Grant (SUG) program).; 2) GRDF Funds; or, 3) Re-programming of MCC's \$29M investment to support additional scholarship investments.

Preliminary calculations suggest that under a new scholarship model under consideration, additional support of more than \$3.6M may be needed to support CY1 enrollment targets, in which only \$2.3M would be available from tuition, if current SDSU guidelines are followed. This creates a potential need for investment of an additional \$1.3M in CY1 and CY2 from GRDF, reprogrammed MCC investment, re-budgeting, or some combinations of these options.

SDSU Loan Programs

SDSU participates in the Federal Direct Student Loan (Direct Loan) Program, which provides long-term, low-interest loans borrowed directly from the *US Department of Education*. SDSU does not promote or support any additional Alternative (Private) Loan programs either in the US or elsewhere. Accordingly, it is not within the university's charter to undertake to develop and administer a student loan program. We do, however, recognize the value of such a program and, separate from the GRDF-funded activities, intend to work with resident banking and other institutions for development of student aid and loan programs.