

AMENDMENT #2: Philippines: Bureau of Internal Revenue ICT Modernization Strategy and Data Center Technical Assistance

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Please note that the Request for Proposals (RFP) for the technical assistance for the Philippines: Bureau of Internal Revenue ICT Modernization Strategy and Data Center is amended, as follows:

Questions, Answers and Clarifications: This amendment consists of clarifying questions and answers submitted by potential Offerors regarding the RFP packet. Responses to submitted questions are below.

Question: Can you share any insights on the Grantee's intended timeline for grant award and subsequent implementation?

Answer: The Grantee has not made any indications regarding the timeline for grant award, pending receipt of proposals. The TA is estimated to take approximately nine months to complete. Implementation of the enterprise architecture and construction of the on-site data center would be completed within six to nine months following procurement. Further integration of applications would be an ongoing process that is expected to occur over a five-year period.

Question: The RFP stipulates that "USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country." Will these be paid by the Grantee?

Answer: Each of the Grantee and the Contractor are responsible for complying with any laws applicable to them, including tax laws. The USTDA Grant funds cannot be used for paying taxes in the host country, except for taxes of a de minimis nature imposed on local lodging, food, transportation or airport arrivals or departures. The Grantee has not made any indications or commitments regarding any taxes that may be applicable.

Question: Will it be possible to negotiate or amend terms in the Mandatory Contract Clauses, such as the terms of inspections and audits (Para D); payment schedule (Para G(2)); invoicing mechanism (Para G(4)); termination provision (Para H); liability provision (Para Q); and arbitration (Para R)?

Answer: The USTDA Mandatory Contract Clauses are intended to be identical in every USTDA-funded contract, and therefore not subject to negotiation or amendment. These clauses address essential public policy and administrative compliance requirements for USTDA, and, to that end, are intended to be uniform across all contracts that USTDA is funding at any given time, which is why USTDA requires them as mandatory and not subject to amendment. In very rare cases, it may be possible to submit a request to the General Counsel of USTDA to request a modification to the Mandatory Clauses. Nevertheless, it is USTDA's standard policy (and it is the practice in the vast majority of USTDA-funded contracts) that no changes be made to the USTDA Mandatory Contract Clauses.