

<b>SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.  M/OP-04-004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES  1
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO. SPU-C-00-04-00001-00	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  USAID 1300 Pennsylvania Ave NW Room 7.09-102  Washington DC 20523	CODE	8. ADDRESS OFFER TO  Bechtel National Inc Attn: REMOVED BY CO 50 Beale Street  San Francisco CA 94105
9. FOR INFORMATION CALL:	A. NAME Christine Lyons	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-712-4759

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  
 The purpose of this contract is to provide engineering, procurement and construction services in support of an Iraq Infrastructure Reconstruction Program. The Contractor will assure the successful design, rehabilitation, reconstruction, and construction of infrastructure projects in support of the CPA and USAID assistance to Iraq in the areas of electric power systems, municipal water and sanitation services, road networks and rail systems, selected public buildings, ports and waterways, and airports. A secondary objective of this contract is to provide employment opportunities for Iraqis and Iraqi firms, thereby injecting much needed capital into the economy. To ensure the sustainability of projects, an institutional capacity building component for operation and maintenance will be implemented for all sectors.

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time November 6, 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference

D. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  Bechtel National, Inc 50 Beale Street  San Francisco CA 94105		15. TELEPHONE NO. (Include area code) REMOVED BY CO
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1									
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED: ALL

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( )_ <input type="checkbox"/> 41 U.S.C. 253(c) ( )_
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) REMOVED BY CO	31A. NAME OF CONTRACTING OFFICER (Type or print) Christine E. Lyons, Contracting Officer
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	01-05-2004

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 - PURPOSE**

The purpose of this contract is to provide engineering, procurement and construction services in support of an Iraq Infrastructure Reconstruction Program. The Contractor will assure the successful design, rehabilitation, reconstruction, and construction of infrastructure projects in support of CPA and USAID's assistance to Iraq in the areas of electric power, water and sanitation services; transportation systems, selected public buildings, ports and waterways, and airports. A secondary objective of this contract is to provide employment opportunities for Iraqis and Iraqi firms, thereby injecting much needed capital into the economy. To ensure the sustainability of projects, an institutional capacity building component for operation and maintenance will be implemented for all aforementioned sectors.

**B.2 CONTRACT TYPE**

This will be a Cost-Plus-Fixed-Fee (CPFF) term contract. USAID will issue Job Orders (JO) to undertake projects included in the task areas described in Section C. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified herein.

**B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is **Removed by Contracting Officer**. The fixed fee, if any, is **Removed by Contracting Officer**. The estimated cost plus fixed fee, if any, is \$1,823,317,492.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$ 18,000,000. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through January 16, 2004.

**B.4 PRICE SCHEDULE**

CLIN	DESCRIPTION	COST
0001	Engineering, Construction and Procurement Services	\$ <b>Removed by CO</b>
0002	Fixed Fee (CLIN 0001)	\$ <b>Removed by CO</b>
0003	Works In Place (Job Orders)	\$ 1,675,000,000
0004	Fixed Fee (CLIN 0003)	\$ <b>Removed by CO</b>
0005	Incentive Fee (SBI/WO/VO/SDVO)	\$ <b>Removed by CO</b>
<b>TOTAL</b>		<b>\$ 1,823,317,492</b>

**\*The parties shall mutually agree to clarify the payment of the fixed fee, in accordance with the Provisions of 216-9 Fixed Fee - Construction - or other applicable FAR Provisions.**

**B.5 INDIRECT COSTS (DEC 1997)**

A. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed using the latest Defense Contract Management Agency (DCMA) Corporate Administrative Contracting Officer (CACO) - approved billing rates that the Contractor shall submit to the Contracting Officer and USAID Paying Office.

B. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of 10 percentage points above the provisional rates for the same period. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This provision shall not change any monetary ceiling, cost limitations, or obligation established in the contract.

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

**SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK**

**C.1 STATEMENT OF WORK**

**IRAQ INFRASTRUCTURE RECONSTRUCTION-PHASE II (IIR2)**

**C.I. BACKGROUND**

The goal of the Coalition Provisional Authority (CPA) is to restore full sovereignty to the people of Iraq. To do so, CPA's strategic plan is built upon four pillars: establish a secure and safe environment; restore basic services; create opportunities for economic growth and jobs; and promote transparent and inclusive democratic governance. The rapid and equitable restoration of basic services - electricity, potable water, and sanitation—is an essential component of this strategy to ensure that life for Iraqi citizens is indeed better in post-Saddam Iraq. Failure to provide these services to the greatest number of people in the shortest period of time is cause for public distrust and civil unrest.

On March 18, 2003, Operation Iraqi Freedom was launched to topple the regime of Saddam Hussein and the Baath Party. This effort persisted until May 1, 2003 when President George W. Bush announced the cessation of major hostilities. This announcement led to the creation of the Coalition Provisional Authority (CPA) whose mandate is threefold: to meet the immediate humanitarian needs of the Iraqi citizenry; to restore basic infrastructure and services; and to facilitate the transition to a democratic system of governance. The United States Agency for International Development is a full partner with CPA in the execution of this mandate.

To date, CPA has successfully met its objective to provide immediate humanitarian assistance. Food and potable water supplies, and the distribution systems necessary to delivery them, are in place and functional to the extent required. The port at Umm Qasr and the airports at Baghdad, Basrah and Mozul are open and operational to receive humanitarian aid and personnel. The transition to a democratic system of governance is moving forward as evidenced by the establishment of the Interim Governing Council, appointment of Ministers, and the devolution of select responsibilities from the national to the governorate and municipal levels. At the community level, efforts are underway to promote active and informed citizen participation in public policy making through local advisory councils.

These are important milestones along the road to restoring full sovereignty to the people of Iraq.

Progress has also been made on the restoration of basic infrastructure and services. However, demand greatly exceeds available resources and additional work is necessary immediately to protect human health and secure economic growth. Twelve years of neglect, resulting from sanctions and malice on the part of the Baath regime, and more recently from looting, vandalism and outright sabotage, have left the country's critical infrastructure in shambles. All major systems for the generation of power and the treatment of water and wastewater are deteriorated and function at a fraction of their designed operating capacity and efficiency. The lack of scheduled maintenance and availability of spare parts for over a decade have compounded this



situation. To address this situation, USAID awarded a reconstruction contract to Bechtel National, Inc. in April 2003. The primary focus of this contract was to restore infrastructure critical to the distribution of humanitarian aid, in particular, for the immediate operation of the port at Umm Qasr, Baghdad and Basrah airports and repairs for emergency power. By mid-July, activities to support humanitarian aid subsided and the program focused on the reconstruction of essential services including, electric power; water and sanitation; public buildings; and surface transportation (e.g. railways and bridges). This work is ongoing with a completion date of December 2004.

Given the magnitude of the problem, USAID seeks the services of a Contractor to continue the work of restoring and upgrading Iraq's infrastructure and delivery of essential services in three key sectors: electricity, potable water and sanitation. In addition, the contractor may be called to provide construction and/or project management services in other sectors such as surface transportation, public buildings, canal rehabilitation, and select facility and systems upgrading for airports and ports. This work will support CPA's commitment to improve the quality of life of all Iraqis and to ensure that peace endures.

#### **C.II. SCOPE OF WORK**

The Iraq Infrastructure Reconstruction Program Phase II consists of four main components:

- a. engineering, reconstruction and construction of selected infrastructure systems and facilities;
- b. institutional capacity building for operation and maintenance;
- c. provision of infrastructure-related equipment and materials; and
- d. provision of technical support including design, engineering, construction, and procurement services to Iraqi ministries on an as needed basis.

Rehabilitation or reconstruction activities will build on civilian and military relief activities including design and engineering to rebuild the social and economic infrastructure of Iraq. CPA and USAID will determine regional and sector priorities in collaboration with Iraqi counterparts, civilian and military authorities, international relief and development organizations, USAID implementing partners, the IIR2 Contractor and other US Government agencies. USAID will approve individual projects to be implemented under this program through Job Orders. The Contractor shall furnish all plant, labor, materials, equipment, logistics and security, as required, to perform all work. In addition, the Contractor may be required to meet compressed schedules to deal with emergency requests and changing priorities. Provisions should be made to accommodate quick response job orders.

#### **C.III SPECIFIC TASKS**

##### **C.III.1 Implementation and Mobilization Plan Development**

Upon contract award, the Contractor will deploy a technical and logistics team to Baghdad to meet with USAID and to develop a comprehensive 12 month implementation plan for CPA and USAID review and approval prior to full scale mobilization. This plan will be based on

CPA priorities as identified through a participatory process with Iraqi ministries and citizens. Subsequent plans will cover the remaining contract period as required.

For example, the Contractor will consult with Iraqi authorities, CPA civilian and military officials, USAID Local Development Advisors, other USAID contractors, cooperators and stakeholders to solicit input on the reconstruction needs and priorities. USAID is currently supporting a number of initiatives in Iraq that help communities and local governments to prioritize their needs. Such needs are documented in various information sources maintained by Ministries, UN agencies and non-governmental organizations in Iraq.

Elements of the plan(s) shall include:

- a. scope and duration of implementation plan(s);
- b. criteria for project selection;
- c. project descriptions by sector and region;
- d. baselines and benchmarks for measuring progress;
- e. project development impact;
- f. process to comply with environmental regulation 22CFR216;
- g. staffing requirements to manage projects; and
- h. budget projections and timetables for completion.

A draft implementation plan will be submitted to USAID for preliminary review and approval within four weeks of arrival in country at another timeframe as agreed by the CTO. Upon approval by CPA and USAID, the Contractor will prepare a mobilization plan that reflects program priorities and geographic dispersion of selected activities. A draft mobilization plan will be submitted to USAID within one week of implementation plan approval. Full staff deployment will commence immediately upon approval of the mobilization plan.

### **C.III.2 Mobilization**

Activities under this task include:

- a. mobilize staff according to priority sectors including Chemical, Biological, Nuclear, Radiological Training (CBNRT) if required by U.S. military authorities;
- b. identify and procure accommodation and office space, vehicles, equipment and other goods and services as required to be self-sustaining; and
- c. develop and implement security and fuel consumption plan.

### **C.III.3 Infrastructure Rehabilitation and Upgrade**

There are a wide range of sectors listed for rehabilitation in this Scope of Work. However, the key need for restoration of basic services is paramount. It is anticipated that the work will be distributed as follows:

- |    |  |                  |
|----|--|------------------|
| a. | Power Sector (C.III.3.1)-  | \$ 1,075,000,000 |
| b. | Water and Sanitation Systems (C.III.3.2)-  | \$ 210,000,000   |
| c. | Surface Transportation (C.III.3.3)-  | \$ 109,000,000   |
| d. | Building Program (C.III.3.4)   | \$ 90,000,000    |
| e. | Additional Repair of Umm Qasr Seaport<br>Ports, Waterways and Airports (C.III.3.5) |                  |

	(1) Seaports -	\$ 50,000,000
	(2) Airports -	\$ 116,000,000
f.	Infrastructure Reconstruction Technical Support, Construction Advisory, and Procurement Services (C.III.4) -	\$ 25,000,000
	Total Works in Place (Job Orders)	\$ 1,675,000,000

### **C.III.3.1 Electric Power Systems**

Under this component, the Contractor will rehabilitate and/or upgrade the power system including generation, transmission, and distribution in order to provide a reliable power supply in accordance with targets established in consultation with the Ministry of Electricity

The Contractor will utilize existing assessments for planned implementation activities but may be required to conduct other assessments. Other assessments may include an analysis of the configuration and condition of the power system, including power plant capacities and availability; fuel use availability and capabilities; system condition and original sourcing of equipment; control systems and operation systems; SCADA/national and regional control systems, and transmission and distribution networks and their condition. Information on supply and demand including generation and loss estimates; profile of consumption by customer category, including estimates of unmet demand (if any); load profile including daily and seasonal peaks; estimated geographic distribution of the demand including ethnic groupings and information on distributed generation are available in part from the reports of the CPA, the IIR1 contractor, and the Iraq Ministry of Electricity.

Portable generator sets may be required where necessary to restore immediate electric supply, remaining as a back up once grid supply is reestablished.

Illustrative projects in the power sector could include, but are not limited to:

1. rehabilitation of existing generating units to return them to design capability and reliability;
2. installation of new generating capacity ranging from 5MW to 500MW as required;
3. rehabilitation and extension of power transmission and distribution;
4. substation restoration;
5. build or rehabilitate national and regional distribution centers;
6. install renewable energy systems at select locations; and/or
7. design and implementation of technical capacity building for operation and maintenance as per C.III 5, Institutional Strengthening.

### **C.III.3.2 Water and Sanitation Systems**

Under this component the Contractor will construct, reconstruct, repair, rehabilitate, and/or upgrade water and wastewater treatment plants, distribution systems, and pumping stations.

The Tigris and Euphrates rivers are the primary source of drinking water in Iraq. The strategy for protecting this resource, and for improving the reliability and supply of water, is to rehabilitate sewage treatment facilities in the north and central regions and to restore and upgrade existing water treatment facilities, especially facilities in the south where high salinity contaminates most systems.

Specific plants for rehabilitation and/or expansion will be determined in consultation with the Ministry of Utilities, the National Water Authority, municipal water utilities and with appropriate NGOs in the water sector (e.g. UNICEF and Save the Children).

In addition to rehabilitating existing treatment plants, there is an urgent need to develop and implement neighborhood sewage collection and disposal schemes to eliminate the presence of open channels with raw sewage. This is public health concern of the highest order and needs to be addressed in a comprehensive fashion in consultation with the Ministry of Utilities, municipal officials and community-based organizations.

Illustrative projects for rehabilitation and expansion could include, but are not limited to:

1. rehabilitation or replacement of mechanical and electrical equipment at water and wastewater treatment plants;
2. rehabilitation of dosing equipment;
3. increase flows in reservoirs, canals, rivers, and tributaries;
4. repair water and sewer mains;
5. restore or replace electric generators for pumping stations;
6. build institutional capacity of staff for sustainable plant operations and maintenance;
7. implement neighborhood sewerage and solid waste collection and disposal programs; and/or
8. provision of chemicals as required.

### **C.III.3.3 Surface Transportation**

Under this component, the Contractor will rehabilitate, construct, and/or upgrade the Iraq surface transportation infrastructure, including selected bridges, rail, and roads that are needed to move goods and services quickly and cost effectively between major population centers. All infrastructure construction or rehabilitation undertaken by the Contractor will restore the infrastructure as determined by USAID in consultation with the Ministries of Transportation and Construction.

The contractor should focus immediate rail, road, and bridge repair on establishing reliable transport links in support of activities that enhance safety and promote economic development. The contractor will be responsible for repairing critical track bed sections, rail bridges, stations, locomotives, rolling stock, and other essential infrastructure.

Illustrative projects could include, but are not limited to:

1. repair and/or construction of bridges;
2. MC-70 emulsion application in urban areas;
3. purchase and install a VHF train movement control system;

4. grading and resurfacing; and/or
5. Design and implement technical capacity building for operation and maintenance.

**C.III.3.4 Buildings Program**

Schools, health clinics, hospitals and municipal buildings such as town halls and fire stations are important features of stable and safe communities. To date, reconstruction efforts in the building sector by the existing contractor and USAID's NGO partners have resulted in the demand to rehabilitation of these facilities. Over 1200 schools were rehabilitated or upgraded in 14 cities over a three month period. Experience suggests that minor repairs and upgrading programs are more efficiently and effectively implemented by NGOs in partnerships with community-based organizations.

The Contractor will rehabilitate, upgrade or construct selected public buildings that require substantial reconstruction or replacement with a new facility. Priorities will be determined by USAID in consultation with relevant Ministries.

Illustrative projects could include:

1. rehabilitate or build schools, hospitals or public buildings that sustained significant war damage;
2. rehabilitate or build special function facilities such as laboratories, universities, etc;
3. to provide reliable power supply for the aforementioned hospitals and other critical public buildings.

**C.III.3.5 Additional Repair at Umm Qasr Seaport, Ports, Waterways and Airports**

Under the terms of the existing IIR2 contract, the rehabilitation of the infrastructure and associated systems and facilities for the airports have been made to a level suitable for the receipt of humanitarian cargo and personnel. Similarly, the port of Umm Qasr has been rehabilitated to allow the receipt of humanitarian, limited commercial cargo and passengers. Further rehabilitation work will be pursued within the context of opening these assets to full commercial operations

Illustrative projects may include but not be limited to the following:

1. Additional dredging in the harbor of the Umm Qasr port
2. Clearing of other waterways to be used for commercial transport
3. Rehabilitation of Mosul Airport for commercial aviation
4. Installation of aviation electronics at all airports

**C.III.4 Infrastructure Reconstruction Technical Support, Construction Advisory, and Procurement Services**

At the request of Iraq ministries and with approval from USAID and CPA, the Contractor will provide USAID-funded technical support, (i.e.

develop specification soliciting and reviewing offers, installation of equipment, etc.) construction advisory, and procurement services for infrastructure-related projects. Funding for necessary equipment, materials, and construction labor will be provided by the respective Iraq ministries. The contractor will be prepared to provide technical support and construction advisory services in any infrastructure-related area, including, but not limited to:

1. electric power systems,
2. potable water systems,
3. sewage treatment services,
4. surface transportation,
5. public buildings,
6. Umm Qasr seaport,
7. airports, and
8. irrigation systems

#### **C.III.5 Institutional Strengthening**

The Contractor shall involve, to the extent practicable, existing government institutions and utilities in the implementation of the repair and rehabilitation activities while at the same time laying the foundation for policy, institutional, and financial reforms.

In order to ensure the sustainability of program activities, the Contractor shall provide technical assistance and training to build the capacity for effective operation and maintenance of the electric power facilities; water treatment; wastewater and solid waste management services; roads, bridges, and railroad infrastructure; and selected buildings.

The contractor shall provide complete training at all facilities where projects are implemented. This shall minimally include assessments of the level of training needed for the workers and complete manuals in Arabic for all equipment and systems. Based on the assessments the Contractor will conduct sufficient training in classroom (if needed), and provide complete operations and maintenance manuals.

#### **C.III.6 Project Management**

##### **C.III.6.1 Subawards Preference**

The preferred method of project implementation will be direct subcontracting instead of subgrants. On a case by case basis USAID will consider permitting: (I) the contracting of foreign government-owned organizations in instances where private Iraqi firms are not available or qualified to meet the requirements of the project; and/or (II) the use of grants to qualified NGOs as the most effective mechanism to realize reconstruction efforts. Prior USAID approval is required in accordance with 22 CFR 228 and/or ADS 302.5.4 in order to use foreign government owned organizations or Subgrants.

### **C.III.6.2 Technical Directive**

Assessments will be undertaken through Technical Directives from the Cognizant Technical Officer. Technical Directives will include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C and job orders.

### **C.III.6.3 Job Orders**

Job Orders will be issued for all infrastructure repairs, rehabilitation, and/or upgrading activities, and any related procurement of equipment, supplies and materials as required as well as for work under C.III.4.

The Job Order will be a letter or other written communications signed by the Contracting Officer or a duly warranted Administrative Contracting Officer with the technical concurrence of the Cognizant Technical Officer and will authorize the Contractor to proceed to implement the activity. A Job Order is not an obligating document and therefore does not add funding to the contract, but merely allocates funding for a particular infrastructure project. Each Job Order will: (I) be sequentially numbered; (II) include a job description, benchmarks, detailed budget, anticipated subcontracts, and level of technical capacity building, (III) estimate the number of Iraqis employed; and (IV) the estimated number of beneficiaries per city, sector, or governorate.

The Contractor will submit to the CTO a written request for the technical approval of a Job Order before final approval by the Contracting Officer. In addition to a description of the work to be carried out, benchmarks, sub-contractors and a detailed budget, the request may include:

- need, availability and value of a performance or payment bond
- specific performance or quality standards
- environmental review conclusions and recommended actions
- O&M capacity-building issues and recommended actions; and/or
- if applicable, whether a foreign government owned organization or subgrant would be used.

The USAID Contracting Officer may decide to issue unilateral job orders with ceiling costs when deemed necessary to affect a rapid intervention.

If the Contractor finds that it cannot proceed with a subcontract or purchase of goods/services as described in the approved Job Order for reasons beyond its control, the Contractor must seek and obtain written approval by the Contracting Officer with technical concurrence from the CTO.

USAID shall not be liable for any costs incurred by the Contractor in excess of that contained in excess of Clin 0003 Job Orders.

**C.III.6.4 Cost Control Reporting System**

The Contractor shall develop a cost control reporting system including financial data required by USAID to monitor progress of cost versus budget for each job order in the total program. The ability to forecast cost based on changes in project conditions is essential as each element progresses through its various stages. This includes the provision of "look ahead" schedules, "earned value" analysis and simulations capable of depicting "what if" scenarios.

**C.III.6.5 Quality Control (QCP) and Quality Assurance (QAP) Programs**

The Contractor's Quality Control Program (QCP) shall be an integral component of the management of construction activities and its Quality Assurance Program (QAP). The Contractor shall develop and submit to USAID for approval the QCP. The clear authority to stop work of subcontractors under the project shall be evident. The Contractor shall audit the QAP as established by each subcontractor.

**C.III.6.6 Demining**

As with any post-war reconstruction program, the problem of land mines, booby traps and unexploded ordnance will require extreme vigilance and specific measures to reduce risk to construction workers, program monitors and other individuals involved in project implementation. Since many of the projects will be in former areas of conflict, it must be assumed that landmines will be present and that special provisions must be made for their clearance. DOD will establish a Mine Action Center to advise civilian organizations of known mine areas. The contractor will undertake an initial demining assessment for each approved project site to determine the potential presence of mines. The contractor will use all available sources of information such as the DOD Mine Action Center, local civilian and military officials, community leaders, and local citizens in assessing the potential for mines. If it is determined that the site requires de-mining, the contractor will conduct de-mining to a reasonable level of confidence before undertaking any construction or repair work.

De-mining assessments will be incorporated as a direct cost to the construction contract. The de-mining of project sites will be attributed to the cost of implementation of the individual project and will be incorporated into any Job Order. Despite official designation and notification that an area or community is free from mines, booby traps and unexploded ordinance, the possibility still



exists that some mines or ordnance could remain hidden or undiscovered. The Contractor assumes all such risks. Therefore, the Contractor shall, in addition to Defense Base Act (DBA) insurance, carry other appropriate "war risk" insurance against potential liabilities, sufficient to protect the Contractor against all liabilities for accidents due to the presence of landmines, UXO, acts of terrorism, or to other dangers present in working in Iraq, including ethnic or tribal conflicts. The cost of such insurance shall be reimbursable under the contract, provided that such cost is reasonable and the Contractor shall make every effort to obtain the most cost effective coverage.

**C.III.6.7. Contractor's Construction Manual**

The Contractor shall prepare a construction manual which sets forth guidelines and requirements for subcontractors working with the Contractor. All standard forms required by USAID shall be included in this manual as well as the appropriate procedures and forms that the Contractor may propose to facilitate the monitoring of the contracts. This manual should be provided to each subcontractor in a language the subcontractor understands at the time each subcontract is executed.

**C.III.6.8 Use of Iraqi Subcontractors**

One of the objectives of this program is to increase business and employment opportunities for Iraq businesses and workers. To the maximum extent practicable the Contractor shall use Iraqi firms to carry out its work.

**C.III.6.9 Use of U.S. Small Business, Small Disadvantaged (includes 8a), Small Women-Owned, Small Veteran-Owned, And Small Service Disabled Veteran-Owned Concerns**

In performance of this Contract, the Contractor will use U.S. small business concerns, small disadvantaged (includes 8a), small women-owned, small veteran-owned, and small service disabled veteran-owned business concerns. At a minimum the said firms must be used as follows: (i) Small businesses- 3%; (ii) small disadvantaged - 3%; (iii) small women-owned- 2%; (iv) small veteran-owned- 1%; and (v) small service disabled veteran-owned-1%.

**C.III.6.10 Subcontractor Notices to Proceed and Notices to Commence**

The Contractor shall prepare and issue Notices to Proceed and Notices to Commence Construction to the subcontractor, as necessary. Prior to issuing any Notice to Commence, the Contractor shall certify that, in accordance with the pertinent contract, the subject subcontractor has submitted a Quality Assurance Program (QAP) for the work involved and the Contractor has approved it. Any third tier subcontractors need to be specified.

**C.III.6.11 Safety Program**

The Contractor shall audit/monitor all subcontractor safety program procedures.

**C.III.6.12 Security**

The Contractor shall develop a security plan to safeguard all project operations. The plan is to be implemented and maintained by all subcontractors as well.

Each request for a job order must address the security arrangements of the facility.

The deployment in certain areas of Iraq will not occur until a permissive environment as determined by CENTCOM is available as communicated by USAID.

The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS and radio transmitters, and security for in-country staff, office(s) and expatriate residence(s).

*Special Security Conditions:* U.S. Citizenship is required of the Chief of Party/Program Director and Deputy Program Director selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted for the Chief of Party/Program Director and Deputy Program Director. USAID/SEC will be responsible for validating security clearances of the Chief of Party/Program Director and Deputy Program Director and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas.

No duplication or retransmission of Classified National Security Information is permitted by the contractor without written authorization from the designated USAID CTO who him/herself must possess a valid "Secret or Top Secret" security clearance. Any public release of this information regarding this award must be approved in advance of release by the USAID Mission Director/Representative or the Contracting Officer (refer to Section H.6 of this contract for specific security guidance).

**C.III.6.13 Inspection, Measurement and Construction Monitoring**

The Contractor shall inspect, measure, and monitor all materials and equipment testing, and all construction activities associated with this project to verify that all work is executed in accordance with the contract conditions and is consistent with good engineering practices. The Contractor will coordinate and cooperate with

USAID's Construction Oversight Agent(s). In this regard, the Contractor shall:

- a. provide qualified management, technical and clerical onsite staff that is necessary to perform all services related to this contract.
- b. develop and maintain a Unit Cost Database to provide unit cost information for use in cost estimating and analyzing subcontractor cost proposals. The initial version of the database must take into consideration the differences in unit costs for the various regions of the country based upon terrain, distances and current labor rates for an area. The Unit Cost Database shall be updated monthly.
- c. review the design, specifications of materials, investigation reports and other technical documentation submitted by a subcontractor.
- d. review the subcontractor's Critical Path Method (CPM) construction schedules for compliance with the subcontract documents, and accept or reject the subcontractor's CPM construction schedules. The Contractor shall integrate the subcontractors' CPM schedules into the Project Implementation Plan and Schedule.
- e. (a) hold meetings with the subcontractors, as necessary, which may be attended by USAID representatives to review the progress of work; record and distribute minutes and decisions.  
(b) hold weekly meetings with USAID engineers and CTO to keep them informed on current problems and construction plans.
- f. provide proper training for host country personnel employed by the Contractor in maintaining proper records for monitoring construction projects to ensure they meet USAID requirements.
- g. review subcontractor submittals for compliance with the contract documents or specifications. Accurate records shall be maintained relative to date due, date received, date review completed, date returned and/or any action required.
- h. conduct, as necessary, inspections of the project site to determine the environmental setting and assess the potential for impact as a result of project implementation.
- i. receive, review and ultimately approve, the following documentation:
  - Environmental certification;
  - Implementation plans and schedules;
  - Operating and maintenance manuals;
  - Quality assurance programs;
  - Dilapidation surveys;
  - Safety program and procedures;
  - Subcontractor procurement programs;
  - Start-up procedures;
  - Guarantees and warranties;
  - Bonds and certificates of inspection which are to be provided by the subcontractors in accordance with their contract documents; and
  - Other documents submitted by subcontracts in accordance with their contract documents.

- j. periodically inspect and verify monuments, control lines, coordinates and benchmarks, which constitute the principal survey references for the job sites.
- k. inspect and verify the location, dimensions, and orientation of road lines, facilities and structures.
- l. monitor work performed by the subcontractors for compliance with the drawings, specifications, contract documents and acceptable engineering practices. Take such action, as is appropriate, to require each subcontractor to carry out acceptable corrective measures when required. Issue Defect Notices and Cure Letters, if required.
- m. prepare necessary sketches, designs and cost estimates for changes.
- n. review, approve and monitor Subcontractor's Quality Assurance Programs (QAP) established for each project site. This program will cover the inspection and tests of all materials and equipment, as well as all construction activities related to the project. It will be the subcontractors' responsibility to arrange for inspection and testing of materials and equipment by an inspection service satisfactory to the Contractor. The Contractor shall supervise inspections and testing.
- o. review and note any exceptions which are taken relative to the results of the on-site inspection program and QAP. Instruct subcontractors to take the actions necessary to resolve any exceptions which are noted and report such activities in the Monthly Progress Report.
- p. make regular measurements of all quantities of work performed by subcontractors.
- q. develop and maintain a comprehensive, up to date Materials and Equipment Inventory, Financial, and Project Status Tracking System. This system shall be developed by the end of the fourth month of the contract. The system should be all inclusive in enabling the Contractor to inventory equipment, provide financial information on Contractor procured materials and equipment, identify distribution of materials and equipment, identify location ownership and utilization status, provide subcontract project implementation status and provide financial information on subcontractor payments.
- r. maintain at each Field Office an Inspector's Daily Log and other records pertinent to the subject project.
- s. prepare and maintain comprehensive construction progress photo albums at each field office. Photos shall be taken on a regular monthly basis or shorter intervals as deemed prudent. Each photo is to be identified as to project, location, activity/subject matter, date, time and photographer. Duplicate albums are to be maintained at the Contractor's principal office
- t. maintain a complete set of "marked-up" drawings of the project. The Contractor shall compare these drawings with the final "As-Built" Record Drawings to be submitted by the subcontractors and reconcile any inconsistencies.
- u. conduct a Final Inspection and Performance Evaluation for each of the subcontracts. A team of experts, selected from the Contractor's staff, shall evaluate the technical performance of the project, and examine all work for completion and conformance to contract requirements. Witness all final performance tests. All final inspections and/or performance tests shall be performed in the presence of USAID representatives, at USAID's discretion.

USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and /or performance tests. However, in the event that the representatives of USAID are not available for a period in excess of fourteen (14) calendar days from the date of the written notification, the Contractor shall proceed to perform the necessary inspections and tests without USAID's presence being required. USAID has the right to invite Iraqi counterparts and/or end users to participate during the Final Inspection. The completion report shall include a final inspection certificate and, if appropriate, a Recommendation of Final Acceptance. Two (2) copies of this report shall be supplied to USAID. Perform final inspections of all components and portions of the work for compliance with final punch list. Amend the Site Completion Report with the resolution of final list items.

**C.III.6.14 Unit Acceptance. Project Turn-over and Warranty Period**

The Contractor shall ensure that all equipment, systems and construction have a one year after turn-over warranty and this warranty is supported by and the responsibility of the subcontractor. Bank guarantee (value of 10% of subcontracted amount), if possible, is to be kept as a guarantee that the warranty activities will be performed when requested. In accordance with procedures approved by USAID, all turn over of completed projects to the proper authorities will be with the appropriate one year warranty.

**C.III.6.15 Environmental Review**

The Contractor will be responsible to ensure that all activities undertaken in this program meet the standards set out in U.S. Government environmental regulations 22 CFR 216. Since the majority of the projects will likely involve rehabilitation upgrading, or expansion of existing facilities, it is not expected that negative environmental impacts will be frequent or significant. Nonetheless, all project activities must be reviewed for environmental impact and mitigating actions incorporated into the project design where potential negative impacts are identified. The Contractor will draft a checklist of activity types that trigger further environmental review and mitigating actions. Where applicable, Environmental Analysis and Mitigation Plans will be prepared and submitted for approval by USAID. Procedures for initiating job order specific environmental reviews will be formalized in collaboration with USAID. The Contractor will be required to have on file complete documentation of environmental review and monitoring on each project that will be subject to review by USAID.

**SECTION D - PACKAGING AND MARKING**

**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical officer indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at: USAID or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**E.2 52.246-3 Inspection of Supplies -- Cost-Reimbursement (May 2001)**

(a) *Definitions.* As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed;  
or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may --

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.



(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

**E.3 52.246-5 Inspection of Services -- Cost-Reimbursement (Apr 1984)**

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

**F.2 DELIVERY SCHEDULE**

For the purpose of this contract deliveries are completion of job orders. As such, each delivery date will be definitized through the negotiation of each job order.

**F.3 PERIOD OF PERFORMANCE**

The period of performance for this contract is from award through 12/31/2005.

**F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Standards of the infrastructure/reconstruction/construction, rehabilitation, repair and/or upgrading shall be in accordance with internationally accepted standards for the type of work undertaken and/or equipment furnished. The Contractor will ensure that its subcontracts require the applicable standards as well any directed by the CTO, and that work is completed in compliance with those standards.

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G.3

- (i) TBD implementation plans prepared and submitted;
- (ii) TBD high voltage and low voltage distribution network repaired;
- (iii) TBD substations repaired;

- (iv) TBD generation facilities rehabilitated;
- (v) TBD kilometers of hard surface and gravel roads repaired/rehabilitated/reconstructed;
- (vi) TBD bridges rehabilitated/reconstructed/repaired/upgraded;
- (vii) TBD critical track bed sections, rail bridges, stations, locomotives, rolling stock and other essential railway infrastructure repaired to basic functioning levels;
- (viii) TBD urban water systems repaired and in good operational condition;
- (ix) TBD municipal solid waste disposal systems established and environmentally sound;
- (x) TBD urban waste water collection systems repaired and treatment restored to at least primary treatment;
- (xi) TBD number of small towns' and villages' water, waste water and solid waste systems established, restored, repaired, rehabilitated, and/or reconstructed and in good operational condition and environmentally sound;
- (xii) TBD general hospitals reconstructed, repaired, rehabilitated or upgraded;
- (xiii) TBD number of Ministry buildings reconstructed, repaired, rehabilitated or upgraded;
- (xiv) TBD schools reconstructed, repaired, rehabilitated or upgraded; and
- (xv) Technical Assistance provided to build local capacity for effective operations and maintenance of electric power system, roads, bridges, railroad infrastructure, potable water and waste water treatment facilities, solid waste management services, and selected buildings.

#### **F.6 PROGRESS REPORTING REQUIREMENTS**

1. Daily and weekly reporting as needed with the content determined by USAID. The reports may include, but are not limited to:
  - (i) all relevant project information broken down by sector, region governorate, cities or district;
  - (ii) the number of Iraqi sub-contractors and the value of those contracts;
  - (iii) the number of Iraqis hired under the contract including all sub-contracts
2. Monthly Progress Reports: The Contractor shall submit five (5) hard copies and one (1) electronic version of a monthly progress report to the CTO not later than the tenth working day following the end of the month. The report shall, as a minimum requirement, include the following: Executive Summary of current activities. Presentation of major problem areas with recommendations for resolving these problems and corresponding schedules for their resolution. Problems requiring USAID intervention should be highlighted. Presentation of progress accomplished versus progress scheduled. When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule and the steps being taken to avoid or make recovery. Subject reports shall be supported, as required, by tables, charts, financial information, selected photographs, or other

information that will contribute to a concise, yet comprehensive report.

- 3. Monthly Financial Summary: The Contractor shall submit monthly financial summaries for their contract and each subcontract showing disbursements and accruals to-date, budget estimate, subcontract obligation, change orders, anticipated change orders and estimated cost to complete. In addition, the contractor shall report on resources spent in Iraq for equipment, services, labor, or sub-contracting. The Monthly Financial Summaries shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the month.

**F.7 LEVEL OF EFFORT - PROGRAM MANAGEMENT (NON JOB ORDER)**

- (a) The contractor shall devote a) Home Office LOE (US Based) REMOVED BY CO, b) Long Term and Nationals REMOVED BY CO and c) Short Term REMOVED BY CO person-days level of effort of direct employee and consultant labor for the period specified in the clause, Period of Performance, above.
- (b) Once the level of effort has been fully expended, this contract is complete unless formally modified.

**F.8 KEY PERSONNEL**

- A. The key personnel whom the Contractor shall furnish for the performance of this contract are as follows

<u>Names</u>	<u>Titles</u>
Removed by CO	Removed by CO

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. There shall be no replacement of personnel without the written consent of the Contracting Officer.

C. The key personnel positions of Chief of Party/Program Director and the Deputy Program Director are required to have US citizenship and the applicable level of security clearance for the performance of the contract."

**F.9 CODES AND CONSTRUCTION STANDARDS:**

Standards of the infrastructure/reconstruction/construction/rehabilitation/repair and/or upgrading will be in accordance with internationally accepted building and safety codes, ordinances and standards for the work undertaken and/or equipment furnished including but not limited to the following.

In addition, where practicable, consideration should be given to disabled/physically challenged access.

Air Conditioning And Refrigeration Institute (Ari)  
Air Movement And Control Association (Amca)  
American Architectural Manufacturers Association (Aama)  
American Concrete Institute (Aci)  
American Institute Of Steel Construction (Aisc)  
American Iron And Steel Institute (Aisi)  
American National Standards Institute (Ansi)  
American Society Of Heating, Refrigeration And Air Conditioning Engineers - Guide And Data Books (Ashrae)  
American Society Of Mechanical Engineers (Asme)  
American Society Of Plumbing Engineers (Aspe)  
American Society Of Sanitary Engineers (Asse)  
American Society For Testing And Materials (Astm)  
American Standards Association (Asa)  
American Water Works Association (Awwa)  
American Welding Society (Aws)  
Associated Air Balance Council Standards (Aabc)  
Concrete Reinforcing Steel Institute (Crsi)  
Department Of The Army, Coe, Handbook For Concrete And Cement  
Door And Hardware Institute (Dhi)  
Federal Specifications (Fs)  
Federal Standards (Fed-Std)  
Flat Glass Marketing Association (Fgma)  
Illuminating Engineering Society Lighting Handbook (Ies)  
Institute Of Electrical And Electronics Engineers (Ieee)

National Association Of Plumbing-Heating-Cooling Contractors (Naphcc)  
National Electric Code (Nec)  
National Electrical Manufacturers Association (Nema)  
National Electrical Safety Code (Nesc)  
National Environmental Balancing Bureau (Nebb)  
National Fire Protection Association Codes And Standards (Nfpa)  
National Hardwood Lumber Association (Nhla)  
National Standard Plumbing Code  
Manufacturers Standardization Society Of The Valve And Fittings Industry (Mss)  
    Military Specifications (Ms)  
    Sheet Metal And Air Conditioning Contractor's National Association (Smacna)  
Steel Deck Institute (Sdi)  
Steel Door Institute (Sdoi)  
Steel Structures Painting Council (Sppc)  
Underwriters Laboratories (Ul)  
Uni-Bell Pvc Pipe Association (Ubppa)  
Uniform Building Code, 1994 Edition Including Current Revisions (Ubc)  
    U.S. Department Of Commerce, National Bureau Of Standards (Nbs) Handbook  
    U.S. Army, Corps Of Engineers Handbook & Guide Specifications

**F.10 CONTRACTOR QUALITY CONTROL (CQC)**

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract/**Job Order** requirements. The system shall cover all construction and design operations, both onsite and offsite, and shall be keyed to the proposed construction or design-construction operations sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the CTO for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including quality and production.

**F.10.1 QUALITY CONTROL PLAN**

**F.10.1.1 General**

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the CQC Plan proposed for the overall contract (Generic Plan). A Job Order specific plan, supplementing the Generic Plan, will be submitted within 10 days after issuance of a Job Order. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

**F.10.1.2 Content of the CQC Plan**

The CQC Plan shall include, as a minimum, the following to cover all construction or design-construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- (i) A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent (except in cases where the superintendent has the dual function as CQC)
- (ii) the name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- (iii) Procedures for scheduling, reviewing, certifying, an

managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

(iv) Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

(v) Reporting procedures, including proposed reporting formats.

**F.10.1.3 Acceptance of Plan**

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. **Job Orders will operate in accordance with the approved overall plan, except as approved modifications are necessary for specific Job Orders.**

**F.10.1.4 Notification of Changes**

After acceptance of the CQC Plan, the Contractor shall notify the CTO in writing of any proposed change. Proposed changes are subject to acceptance by the CTO.

**F.10.2 QUALITY CONTROL ORGANIZATION**

**F.10.2.1 General**

The requirements for the CQC organization include a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the CTO.

**F.10.2.2 CQC Staff**

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will provide additional staff, depending upon the requirements of the particular Job Order. Staffing requirements will be included in the requests for each Job Order. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality design and construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the CTO. The Contractor shall maintain his CQC staff at full strength at all times as required for each Job Order. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the CTO for acceptance.

**(i) CQC System Manager**

The Contractor shall identify as CQC System Manager an individual within their organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager may have duties as project superintendent or site supervisor in addition to quality control, unless prohibited by the Job Order. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.



**(ii) CQC Personnel**

If specifically required by a Job Order, in addition to the CQC Manager, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals may be directly employed by the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience. These individuals may perform other duties, but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USUSAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures  
 [Document Number: XXX-X-XX-XXXX-XX]

Line vouchered Item No. this period	Description	Amt vouchered to date	Amt
001 XXXX.XX	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$
002 XXXX.XX	Product/Service Desc. for Line Item 002	XXXX.XX	
Total XXXX.XX		XXXX.XX	

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been USAID, or to the extent allowed under the applicable payment clause, will be USAID currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USUSAID will be made promptly upon request in the

event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records-Negotiation".

**G.2 ADMINISTRATIVE CONTRACTING OFFICE**

Pursuant to FAR Part 42.202 Alvera Reichert, USAID/Iraq is hereby delegated Contract Administrative Authority of this contract.

**G.3 CONTRACT ADMINISTRATAION FUNCTIONS**

"Pursuant to FAR Part 42.302,

(a) The Contracting Officer hereby delegates the following contract administration functions to Ms. Reichert.

- (1) Negotiate advance agreements applicable to treatment of costs under contracts currently assigned for administration (see [31.109](#)).

(2) Determine the allow ability of costs suspended or disapproved as required (see [Subpart 42.8](#)), direct the suspension or disapproval of costs when there is reason to believe they should be suspended or disapproved, and approve final vouchers.

(3) Issue Notices of Intent to Disallow or not Recognize Costs (see [Subpart 42.8](#)).

(4) Attempt to resolve issues in controversy, using ADR procedures when appropriate (see [Subpart 33.2](#)); prepare findings of fact and issue decisions under the Disputes clause on matters in which the administrative contracting officer (ACO) has the authority to take definitive action.

(5) Review and approve or disapprove the contractor's requests for payments.

(6) Make payments on assigned contracts when prescribed in agency acquisition regulations.

(7) Ensure timely notification by the contractor of any anticipated overrun or underrun of the estimated cost under cost-reimbursement contracts.

(8) Monitor the contractor's financial condition and advise the contracting officer when it jeopardizes contract performance.

(9) Analyze quarterly limitation on payments statements and recover overpayments from the contractor.

(10) Issue tax exemption forms.

(11) Ensure processing and execution of duty-free entry certificates.

(12) For classified contracts, administer those portions of the applicable industrial security program delegated to the CAO (see [Subpart 4.4](#)).

(13) Issue job orders.

(14) Negotiate prices and execute supplemental agreements for spare parts and other items selected through provisioning procedures when prescribed by agency acquisition regulations.

(15) Negotiate and execute contractual documents for settlement of partial and complete contract terminations for convenience, except as otherwise prescribed by Part 49.

(16) Negotiate and execute contractual documents settling cancellation charges under multiyear contracts.

- (17) Process and execute novation and change of name agreements under [Subpart 42.12](#).
- (18) Perform property administration (see Part 45).
- (19) Perform necessary screening, redistribution, and disposal of contractor inventory.
- (20) Perform production support, surveillance, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules.
- (21) Advise and assist contractors regarding their priorities and allocations responsibilities and assist contracting offices in processing requests for special assistance and for priority ratings for privately owned capital equipment.
- (22) Ensure contractor compliance with contractual quality assurance requirements (see Part 46).
- (23) Ensure contractor compliance with contractual safety requirements.
- (24) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (25) Evaluate for adequacy and perform surveillance of contractor engineering efforts and management systems that relate to design, development, production, engineering changes, subcontractors, tests, management of engineering resources, reliability and maintainability, data control systems, configuration management, and independent research and development.
- (26) Report to the contracting office any inadequacies noted in specifications.
- (27) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (28) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (29) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.
- (30) Evaluate and monitor the contractor's procedures for complying with procedures regarding restrictive markings on data.
- (31) Consent to the placement of subcontracts.

(32) By periodic surveillance, ensure the contractor's compliance with small, small disadvantaged and women-owned small business subcontracting plans and any labor surplus area contractual requirements; maintain documentation of the contractor's performance under and compliance with these plans and requirements; and provide advice and assistance to the firms involved, as appropriate.

(33) Assign and perform supporting contract administration.

(34) Ensure timely submission of required reports.

(35) Issue administrative changes, correcting errors or omissions in typing, contractor address, facility or activity code, remittance address, computations which do not require additional contract funds, and other such changes (see [43.101](#)).

(36) Accomplish administrative closeout procedures (see [4.804-5](#)).

(37) Determine that the contractor has a drug-free workplace program and drug-free awareness program (see [Subpart 23.5](#)).

(38) Support the program, product, and project offices regarding program reviews, program status, program performance and actual or anticipated program problems.

(39) Monitor the contractor's environmental practices for adverse impact on contract performance or contract cost, and for compliance with environmental requirements specified in the contract. ACO responsibilities include--

(i) Requesting environmental technical assistance, if needed;

(ii) Monitoring contractor compliance with specifications requiring the use of environmentally preferable products, energy-efficient products, and materials or delivery of end products with specified recovered material content. This must occur as part of the quality assurance procedures set forth in Part 46; and.

(iii) As required in the contract, ensuring that the contractor complies with the reporting requirements relating to recovered material content utilized in contract performance (see [Subpart 23.4](#)).

(40) Administer commercial financing provisions and monitor contractor security to ensure its continued adequacy to cover outstanding payments, when on-site review is required.

(41) Deobligate excess funds after final price determination.

(b) The CAO shall perform the following functions only when and to the extent specifically authorized by the contracting office:

(1) Negotiate or negotiate and execute any supplemental agreements to the contract.

(2) Prepare evaluations of contractor performance in accordance with [Subpart 42.15](#).

(c) Any additional contract administration functions not listed in [42.302](#)(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

#### **G.4 CONTRACTING AUTHORITY AND ADMINISTRATION**

Upon contract signature, Contracting Authority as well as Contract Administration is hereby transferred to USAID/Iraq.

#### **G.5 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is Mr. Robert MacLeod or his designee at USAID/Iraq.

#### **G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C and job orders.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant

Technical Officer" with a copy furnished to the Contracting Officer.

- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the Contracting Office, any action by the Government considered to a change, within the specified number of days contained



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in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.7 PAYING OFFICE**

The paying office for this contract is:

APO Address	International Courier Address
Accounts Payable	Office of Financial Management
USAID/Financial Mgmt.	USAID Building
Cairo, Egypt	Lot 1/A Off Ellaselki Street
Unit 64902	New Maadi, Cairo, Egypt
APO AE 09839 4902	Post Code Nbr. 11435
Attn: Homi Jamshed	

Fax Nbr: 011-20-2-516-4719  
E-Mail: AcctsPayableEgypt@usaid.gov

**G.8 ACCOUNTING AND APPROPRIATION DATA**

APROP	B.P.C.	ELEMENT #	TOTAL
72114/61096	HIQ40423267QG13	8	\$ 18,000,000.00
TOTAL OBLIGATED AMOUNT			\$ 18,000,000.00

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS  
(FEB 1997)**

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

## **H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

## **H.3 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:

Sara Payne or Diane Proctor

(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)

Telefax: 703) 354-0370

E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) Contractor is required to provide emergency medical and medical evacuation insurance, pursuant to AIDAR 752.228-70. Medevac services costs are allowable as a direct cost.

(c) The Contractor shall, in addition to Defense Base Act (DBA) insurance, carry other appropriate "war risk" insurance against potential liabilities, sufficient to protect the Contractor and its subcontractors against all liabilities for accidents due to the presence of landmines, Unexploded ordinances, acts of terrorism, or to other dangers present in working in Iraq, including ethnic or tribal conflicts. The cost of such insurance shall be reimbursable under the contract, provided that such cost is reasonable and the Contractor shall make every effort to obtain the most cost effective coverage.

**H.4 AUTHORIZED GEOGRAPHIC CODE**

**H.4.1.** The authorized geographic codes for the procurement of services under this contract are as follows:

- a. Prime Construction Contractor - U.S. 000; and
- b. Subcontractors commodities/services - 935.

**H.4.2** Non-US manufactured vehicles must be kept to a minimum except if there are no repair capabilities or spare parts available in Iraq.

**H.5 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION  
TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

<u>Description</u>	<u>Qty</u>
Vehicles	24
Office Furniture:	
<u>Executive Furniture</u>	
Executive Desk	3
Executive High Back Chairs	3
Credenza	3
Guest Chairs	3
Bookcase	3
Computer Desk	3
Dry Erase Boards	3
Lamps, waste baskets, etc.	3
<u>Small (2) &amp; large cubical (6+)</u>	
Desks	27
Chairs	27
Guest Chairs	27
Bookcases	27
Computer Desk	27
60 X 61 panels (shared)	25
60 X 30 panels	10
Lamps, waste baskets, etc	27
<u>Miscellaneous</u>	
File Cabinets	4
Bookcases	2
10' Conference Table	2
Conference Chairs	16
Credenza	1
Bulletin Boards	2
Coat Racks	2
Lamps, waste baskets, etc	2

<u>Description</u>	<u>Qty</u>
<u>Break Room</u>	
Round Table	1
Chairs	4
Microwave	1
Refrigerator	1
Lamps, waste baskets, etc	1
<u>Office Equipment</u>	
Shredder	1
Digital Camera	20
<u>Communications &amp; Computers</u>	
Computers (Lump Sum)	1
Network (Lump Sum)	1
Phone Equipment (Lump Sum)	1
Phone Service (Lump Sum)	1
Fixed Satellite Service (Lump Sum)	1
<u>Location Shared</u>	
Mobile & Satellite Services (Lump Sum)	1
Software (Lump Sum)	1
Sites & Other Costs (Lump Sum)	1

**H.6 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas. However, in order to insure compatibility of radios, GPS', communications equipment, security systems and personnel, etc, the Contractor will be allowed to obtain quotations in consultation with AFCAP. The contacts will be provided at the time of award. USAID may authorize to use other Federal Supply Schedules upon request.

**H.7 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

**H.8 PERSONNEL COMPENSATION**

- (a) An ES-6 salary waiver listing was approved by the Procurement Executive on January 5, 2004 for the following individuals:

<u>Names</u>	<u>Positions</u>
Removed by CO	Removed by Co

- (b) Work Week

- (1) Non overseas Employees  
The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week

(2) Overseas Employees

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

In accordance with its proposal, Contractor is authorized to work an extended work week schedule of seven ten-hour days for the first six months of the contract, and six ten-hour days thereafter. Such extended work week hours will be paid at straight time overtime rates. This is in accordance with the Contractor's Final revised proposal.

**H.9 PARTICIPATION OF U.S. SMALL BUSINESS, SMALL DISADVANTAGED (INCLUDES 8A), SMALL WOMEN-OWNED, SMALL VETERAN-OWNED, AND SMALL SERVICE DISABLED VETERAN-OWNED CONCERNS**

The Contractor is required to subcontract ten percent of the total subcontracting hereunder to U.S. small business concerns, small disadvantaged (includes 8a), small women-owned, small veteran-owned, and small service disabled veteran-owned business concerns. At a minimum the said firms must be used as follows: (i) Small businesses- 3%; (ii) small disadvantaged - 3%; (iii) small women-owned- 2%; (iv) small veteran-owned- 1%; and (v) small service disabled veteran-owned- 1%.

**H.10 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

**H.11 SECURITY REQUIREMENTS**

- (a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

- (b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. USAID's designated CTO is responsible for coordinating and identifying specific aspect of the contract that will require access to National Security Information and ensuring the selected company/contractors have the appropriate security clearance (Facility and Personnel) to perform on this contract. In the event the prime selects an un-cleared sub-contractor for work that requires access to National Security Information (Confidential, Secret or Top Secret) the prime must take action in accordance with the National Industrial Security Program Operating Manual, E.O. 12829 to sponsor it's sub-contractor for a Facility Clearance. Refer to the Attached DD Form 254, Contract Security Classification Specification for specific security guidance. The CTO is responsible for managing the clearance requirements for this contract

At the time of award, the contractor does  does not  have a Secret level facility clearance.

- (c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.
- (d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.
- (e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

- (f) In the event the contractor subcontracts any work to be performed under this contract, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the contract.
- (g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

#### **H.12 ADDITIONAL SECURITY REQUIREMENTS**

U.S. Citizenship is required for the Contractor's Chief of Party/Program Director and Deputy Program Director selected to perform under this Contract. At a minimum an interim "Secret" personnel security clearance issued by the Department of Defense will be required before approval will be provided to proceed to Post by the COP or D/COP. USAID/SEC will be responsible for validating security clearances and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas. No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the designated USAID CTO who him/herself must possess a valid "Secret or Top Secret" security clearance. Any public release of information regarding this award must be approved in advance of release by the USAID Mission Director/Representative or the Contracting Officer.

#### **H.13 MOBILIZATION AND START-UP**

The contractor shall be prepared to deploy to the region within the terms stated within the contract.

Contractor staff and consultants required to work in Iraq 14 days or longer must complete CONUS Replacement Component training. The Cognizant Technical Officer will offer complete instructions and contact information to the Contractor for training arrangements.

#### **H.14 PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES**

Contractor and its subcontractors shall immediately stop work in any work area where cultural resources or artifacts with archaeological or historical value are discovered and immediately notify USAID. The Contractor/subcontractors shall not disturb or take any artifacts, items, or materials from the area of discovery. After receiving approval from USAID, the Contractor and its subcontractors shall proceed with any stopped work. Neither Contractor nor any of its subcontractors shall have property rights to such artifacts,



items, or materials and must secure and guard such items until turning them over to USAID or other party as directly by USAID. Contractor shall also require that its personnel and its subcontractors comply with this provision and respect all historic and archaeological sites in the areas where they are performing work.

**H.15 SAFETY OF CONTRACTOR PERSONNEL**

Contractor shall have the right to notify the Contracting Officer and withdraw its personnel or postpone a Job Order if it is determined that current conditions will be unsafe from a security or safety standpoint due to instability in Iraq. Such withdraw, postponement or declination to perform a particular Job Order will be deemed to be an excusable delay in accordance with the FAR clause at 52.249-14, Excusable Delays. Said delay shall be evaluated by the Contracting Officer in order to determine appropriate adjustments to the schedule in accordance with the Excusable Delays Clause.

**H.16 NOTICE OF POTENTIAL ADDITIONAL OR NEW WORK**

A blanket approval has been granted the Administrator of the USAID permitting various waivers concerning activities in Iraq that are carried out or initiated under the mandate of the Near East Task Force of USAID.

USAID may, at its discretion, invoke that authority to negotiate one or more contract modifications to do one or more of the following without further competition in consultation with the Agency's Competition Advocate:

1. Add additional projects beyond the initial total estimated cost of the contract;
2. Extend the contract and add additional follow-on projects not described in the initial scope of work; and
3. Increase the level of effort.

**H.17 OTHER APPLICABLE U.S. REGULATIONS**

The contract is subject to the requirements of the U.S. Treasury's Office of Foreign Assets Control (OFAC), The Department of Commerce Export Administration Regulations and certain other U.S. Government rules and regulations.

**H.18 SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "PERSONNEL" (AIDAR 752-7027) AND "INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (AIDAR 752.7032)**

(a) In accordance with each of the above clauses of this contract, where under the Contractor may not send individuals outside the United States to perform work under this contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the united States; provided, however, that concurrence

with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to the availability of funds, and should not be construed as authorization to increase the total estimated cost or the obligated amount of the contract, whichever is less. A copy of each approval issued pursuant to this paragraph will be retained by the Contractor for audit purposes.

(b) After approval of the proposed international travel, the Contractor will notify the CTO of the arrival date and time and flight information of USAID financed travelers.

(c) Travel into Iraq will be in accordance with the applicable procedures established by USAID/Iraq at the time the trip is undertaken. "

**PART II - CONTRACT CLAUSES**

**I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	
52.203-5	CONVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-2	SECURITY REQUIREMENTS	AUG 1996
	ALTERNATE II (APR 1984)	
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)	FEB 2002
52.216-9	FIXED FEE-CONSTRUCTION	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	DEC 2002
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-26	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-INCENTIVE SUBCONTRACTING	OCT 2000
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN 2004
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED	JUN 1987
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	Feb 2002
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 (JUN 1985)
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-13	ACCIDENT PREVENTION ALTERNATE I	NOV 1991 (NOV 1991)

52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.243-2	CHANGES-COST-REIMBURSEMENT ALTERNATE III (APR 1984)	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2003
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JUN 2003
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989

752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

**I.2 52.216-7 ALLOWABLE COST AND PAYMENT (FEB 2002) Alternate I (FEB 97), Paragraph (a) (3): Delete the first paragraph in its entirety and insert the following: "The designated payment Office will make interim payments for contract financing on the 10<sup>th</sup> day after the designated billing office receive a proper payment request."**

**I.3 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor request a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**I.4 AIDAR 752.7032**

**INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.5 AUTHORIZED DEVIATIONS IN CLAUSES**

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

**In accordance with a deviation approved by USAID's Procurement Executive, FAR 52.228-7 is hereby incorporated into this contract.**

**I.6 Insurance -- Liability to Third Persons (Mar 1996)**

(a) (1) Except as provided in subparagraph (a) (2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed --

(1) For that portion --

- (i) Of the reasonable cost of insurance allocable to this contract; and
- (ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the

Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) --

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the

Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall --

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

**I.7 Deviation for Travel and Transportation was approved by Director of the Office of Procurement on January 5, 2004 authorizing the alteration of the AIDAR 752.7002 TRAVEL AND TRANSPORTATION JAN 1990. Therefore the latter was removed and replaced by the altered clause as follows:**

**"752.7002** Travel and Transportation.

For use in cost reimbursement contracts performed in whole or in part overseas.

**TRAVEL AND TRANSPORTATION (JAN 1990)**

(a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete his/her assigned period of overseas performance at post of duty (except for reasons beyond his/her



control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) -- hereinafter referred to as the Standardized Regulations -- as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.

(e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.

(f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be

reimbursable within the above limitation of allowable costs.

(g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

(h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.

(i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j)(1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and

dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country.

Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees for purposes of rest and recuperation provided that no reimbursement will be made unless approval is given by the Contractor's Chief of party.

(m) Transportation of motor vehicles, personal effects and household goods.

(1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service

Travel Regulations as in effect when shipment is made.

(2) If a regular employee does not complete his/her overseas assignment at post of duty (except for reasons beyond his/her control), the costs for transportation of vehicles, effects and goods to and from the post of duty are not reimbursable hereunder.

(3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.

(n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.

(p) International ocean transportation.

(1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(2) Transportation of foreign-made vehicles.

Reimbursement of the costs of transporting a foreign-made motor vehicle

will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (USAID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in an amount in excess of the reduced rates available in accordance with the foregoing."

#### **I.8 COMMUNICATIONS PRODUCTS (OCT 1994)**

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- (b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.
- (c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
  - (1) All communications materials funded by operating expense account funds;
  - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
  - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
  - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (e) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE
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ATTACHMENT 1	- IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
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A hard copy is attached at the end of this document.

ATTACHMENT 2	- DD FORM 254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION
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A hard copy is attached at the end of this document.

ATTACHMENT 17	- FROM THE RFP COMMUNICATIONS STANDARDS
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**ATTACHMENT 1**  
**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Laos, Iran, Syria, and North Korea.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

CONTRACT # SPU-C-00-04-00001-00

ATTACHMENT 2 - DD FORM 254 CONTRACT SECURITY CLASSIFICATION  
SPECIFICATION



CONTRACT # SPU-C-00-04-00001-00

CONTRACT # SPU-C-00-04-00001-00