



Issue Date: October 2, 2003
Deadline for Submission of
Questions: October 9, 2003 by 4pm
Closing Date: October 31, 2003

**Subject: Request for Proposals No. M/OP-04-004 Iraq Infrastructure
Reconstruction - Phase II**

The United States Agency for International Development (USAID) is seeking proposals from qualified engineering, procurement and construction firms interested in providing the services described in Section C of this Request for Proposals (RFP).

If you decide to submit a proposal, it must be received in Washington, DC at the designated point for receipt by the U.S. Government no later than 4 p.m. EST on the closing date indicated above. All proposals, and modifications thereof, should be submitted with the name and address of the offeror and Request for Proposal Number inscribed thereon.

As of this date, funding has not been appropriated from Congress to finance this activity. Any award as a result of the final RFP selection process will be contingent upon a future appropriation from Congress.

If sent via U.S. Postal Service, courier or hand delivered to:

Christine E. Lyons, Contracting Officer
USAID/M/OP
RFP M/OP-04-004

Ronald Reagan Building, RM 7.09-102
1300 Pennsylvania Ave., NW
Washington, DC 20523-7100

Telephone: 202-712-0722 or 2-1798

If sent electronically to: **IIR-Phase_II@usaid.gov.**

Your attention is called to Section L of the RFP which explains that late offers will not be considered unless received before award and it is determined by the Government that late receipt was due solely to mishandling by the Government after receipt at USAID/Washington. The offeror should keep this provision in mind when submitting an offer.

Any questions regarding this solicitation must be sent to the above email address no later than 4 pm October 9, 2003. Facsimiles containing questions may be sent to 202-216-3132.

Award will be made using the best value-trade off process including past performance in accordance with the evaluation criteria contained in Section M. The Government reserves the right to award without discussions. Hence, proposals should be submitted initially on the most favorable terms, from a price and technical standpoint.

Issuance of this solicitation does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for the costs incurred in the submission of a proposal. Further, the Government reserves the right to reject any or all proposals received, and to negotiate separately with an offeror, if such action is considered to be in the best interest of the Government.

The Agency is not responsible for any data/text that may not be received when using an electronic form to obtain this document.

Any questions concerning this Request for Proposal should be addressed to the Contracting Officer at the email address indicated above. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely yours,

Christine E. Lyons
Contracting Officer
USAID/M/OP

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	RFP No. M/OP 04-004	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	10-02-2003	1

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY USAID/M/OP/ ROOM 7.09-102 RONALD REAGAN BUILDING 1300 PENNSYLVANIA AVE., NW WASHINGTON DC 20523-7100	CODE	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	A. NAME CHRISTINE E. LYONS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) IIR_PhaseII@usaid.gov

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 SECTIONS C & F.)

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 P.M. (hour) local time October 31, 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 120 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)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	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.										
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:

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 checked="" type="checkbox"/> 41 U.S.C. 253(c)() 7
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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)	31A. NAME OF CONTRACTING OFFICER (Type or print)
--	--

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

SECTION B

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-Incentive-Fee (CPFFIF) 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, SDB INCENTIVE FEE AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fee, if any, is \$_____. The fixed fee, if any, is \$_____. The small business use incentive fee, if any, is \$_____. The estimated cost plus fixed fee and incentive fee, if any, is \$_____.

(b) Within the estimated cost plus fixed fee and incentive 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 \$_____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

B.4 PRICE SCHEDULE

CLIN	DESCRIPTION	COST
0001	Engineering, Construction and Procurement Services	\$ _____
0002	Fixed Fee (CLIN 0001)	\$ _____
0003	Works In Place (Job Orders)	\$ 1,300,000,000
0004	Fixed Fee (CLIN 0003)	\$ _____
0005	Incentive Fee (SBI/WO/VO/SDVO)	\$ _____
TOTAL		\$ _____

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B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description Rate Base Type Period

1/ 1/ 1/

1/Base of Application:

Type of Rate: Predetermined

Period:

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.

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SECTION C - DESCRIPTION/SPECIFICATIONS/SCOPE 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 deliver them, are in place and functional to the extent required. The port at Umm Qasr and the airports at Baghdad, Basrah and Mosul 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

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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

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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, water and sanitation: 80 percent;
- (b) surface transportation and buildings, airport, seaport and waterways: 18 percent;
- (c) technical support including design, engineering, construction advisory, and procurement services on an as needed basis: 2 percent.

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

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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.

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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;

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

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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.

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:

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- 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 the Job Order.

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 de-mining 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

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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 ordinance 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.

SECTION C

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).

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.

SECTION C

- 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 resort 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

SECTION C

- 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

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

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 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)	
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

SECTION F

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 FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S APR 1984 PREMISES

F.2 DELIVERY SCHEDULE

TO BE DETERMINED

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.

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.

- (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/repared/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;

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- (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 _____ 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.

SECTION F

F.8 KEY PERSONNEL

The key personnel whom the Contractor shall furnish for the performance of this contract are as follows (**OFFEROR TO PROVIDE NAMES AND TITLES IN ITS PROPOSAL**) :

TO BE IDENTIFIED

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. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

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)

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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

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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, and 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

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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.

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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. period	Description	Amt vouchered to date	Amt this period
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: _____

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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

The Administrative Contracting Office is:

USAID/IRAQ

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is _____ TBD _____ or his or her designee at:

USAID/Iraq

Telephone:

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G.4 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

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

G.5 PAYING OFFICE

The paying office for this contract is:

TBD

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 0
Operating Unit:
Strategic Objective:
Team/Division:
Benefiting Geo Area:
Object Class:
Amount Obligated: \$.00

SECTION H
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.

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- (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

(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:

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OFFEROR TO PROVIDE LIST PER SECTION L.

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) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years. For Iraqi personnel, the prevailing local market rates shall apply. Adjustments to the rates due to devaluation of the local currency may be considered. It should be noted that USAID will be providing direct compensation to locally-hired consultants, defined as professionals who had been nominally the employees of the former regime, but who are now unemployed as a result of conflict, through a separate contract. This support is intended to ensure that essential services that were undertaken by the former regime are maintained.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

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Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase not more than _____ (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

Compensation for consultants shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less. Compensation outside of this formula, will require prior Contracting Officer approval.

(f) Initial Salaries

The initial starting salaries of all key personnel whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's final revised proposal accepted during negotiations, are deemed approved upon contract execution).

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) 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 Employee

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 Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this

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contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(END-OF-CLAUSE)

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

Offerors (other than small businesses) are 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 INCENTIVE FEE FOR USE OF U.S. SMALL BUSINESS CONCERNS

In order to encourage the use of the five (5) small business categories set forth in H.9 above in the reconstruction of Iraq, USAID will offer an incentive fee in those cases where the contractor has subcontracted to those categories at a greater level than the level required by H.9 above. The contractor would be eligible for incentive fee **only after attaining** the levels expressed above. At the completion of the contract, the contractor must submit to the Contracting Officer documentation demonstrating that it met the subcontracting requirements of H.9 above and that it did in fact subcontract to a greater degree than what was required. In this case, the contractor will be eligible for the incentive fee using the calculations listed below. The amount of incentive fee earned is expressed as a percentage of the **CLIN 0002 Fixed Fee** amount.

USAID will provide incentive fee in accordance with the following formula:

<u>Percent of Usage of Small Businesses</u>	<u>Amount of Incentive Fee Earned</u>
Beyond the Required 10%	
Up to 2%	5% of CLIN 0002 Fixed Fee Amount
Greater than 2% and up to 4%	6% of CLIN 0002 Fixed Fee Amount
Greater than 4% and up to 6%	7.5% of CLIN 0002 Fixed Fee Amount

(Example 1. The contract requires that at least 10% of the total subcontracting be awarded to the small business groups mentioned in H.9. The contractor subcontracted a total of 15% to these select groups. It met the 10% distribution requirement set forth above and is therefore eligible for an incentive fee. Since an additional 5% was subcontracted to these select groups, the contractor is eligible for an incentive fee of 7.5% of the CLIN 0001 Fixed Fee.

Example 2. The contractor subcontracted a total of 12% to the select groups listed in H.9 above.. However, within the 12% subcontracted to these small business groups, it only subcontracted 1% to small women-owned businesses

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instead of 2% which was required by H.9. In this case, the contractor would not receive any incentive fee since all of the target percentages were not met.)

In the event that the fixed fee owed to the contractor during the contract is less than the amount stated in Section B, the calculation of incentive fee earned will be based upon the fixed fee amount that the contractor will actually be paid for that period. For example, since this is a CPFFIF (Term) contract, in the event that the contractor only expends half of the LOE, the contractor is only eligible for half of the fixed fee in accordance with Section B of the contract. In this case, the incentive fee earned will be calculated on the amount of reduced fixed fee owed to the contractor for that period.

Pursuant to FAR 15.404-4(c)(4)(i)(C), the sum of the fixed fee and the incentive fee earned may not exceed the statutory limit of 10% of total estimated cost (excluding fee) set forth in Section B. In the example posed in the preceding paragraph, the fixed fee and the incentive fee earned may not exceed 10% of the prorated total estimated cost of the contract (excluding fee).

In the event that the contract is awarded to a small business concern, their status would qualify them as meeting the subcontracting requirement of 3% for small business stated in H.9 above, but they would not receive incentive fee unless they exceed the requirement for the remaining four categories in H.9 above.

H.11 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.12 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

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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."

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H.13 ADDITIONAL SECURITY REQUIREMENTS

U.S. Citizenship is required for the Contractor's Chief of Party (COP) and Deputy Chief of Party (DCOP) 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.14 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.15 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.16 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.

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H.17 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.19 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.

SECTION I

PART II - CONTRACT CLAUSES
SECTION I - 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 ALTERNATE II (APR 1984)	AUG 1996
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	NOV 1999
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
52.222-30	DAVIS-BACON ACT-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	
52.225-9	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	MAY 2002
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED	JUN 1987
52.227-23	RIGHTS IN PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	FEB 2002
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-13	ACCIDENT PREVENTION ALTERNATE I (APR 1984)	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

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52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION	OCT 1997
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	MAY 2002
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
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
52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804	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
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
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
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
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

I.2 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.3 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 advanced 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.4 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

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(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.

(d) 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.

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>
ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
	A hard copy is attached at the end of this document.
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement bus opp/procurement/forms/
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement bus opp/procurement/forms/
ATTACHMENT 4	CERTIFICATE OF CURRENT COST AND PRICING DATA
	A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement bus opp/procurement/forms/
ATTACHMENT 5	OFACS
ATTACHMENT 6	Model Small Business Subcontracting Plan
ATTACHMENT 7	Form DD 254
ATTACHMENT 8	REDACTED CPA Implementation Plan
ATTACHMENT 9	Mosul Airport Assessment
ATTACHMENT 10	Iraq Infrastructure Reconstruction Program Recommended Implementation Plan - June 2003
ATTACHMENT 11	Basra International Airport Initial Airport Management Assessment - May, 2003
ATTACHMENT 12	Baghdad International Airport - Final Report- May, 2003
ATTACHMENT 13	Umm Qasr Port Assessment - Draft Report - April, 2003
ATTACHMENT 14	Iraq Infrastructure Reconstruction Program Assessment Report - June, 2003
ATTACHMENT 15	Iraq Infrastructure Reconstruction Program, June, 2003 Assessment Report Executive Summary
ATTACHMENT 16	Contractor's Performance Report- Short Form

SECTION K

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

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[] TIN: . _____

[] TIN has been applied for.

[] TIN is not required because:

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

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

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

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.3 DUNN AND BRADSTREET NUMBER

The offeror's Dunn and Bradstreet Number is _____.

Those for any named subcontractors will be included as an addendum to this section.

K.4 CERTIFICATION OF SECURITY CLEARANCE

At the time of submission of its offer, the Offeror does [] does not [] have a Secret level facility clearance.

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

K.6 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth

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therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.7 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.8 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
Date of Offer _____
Name of Offeror _____
Typed Name and Title _____
Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.232-31	INVITATION TO PROPOSE FINANCING TERMS	OCT 1995

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee incentive Fee term contract resulting from this solicitation.

L.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://arnet.gov/far/>
<http://www.usaid.gov>

L.4 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit the proposal either
 - (i) electronically - internet email with up to 8 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

- (ii) via regular mail - sending 1 orig. paper and 6 copies of a technical proposal and one original and 3 copies of a cost proposal. All mail is subject physical inspection and is not date and time stamped prior to receipt by the Contracting Officer; or
- (iii) hand delivery (including commercial courier) of 1 orig. and 6 paper copies of a technical proposal and one original and 3 copies of a cost proposal to the issuing office.
- (iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

1. GENERAL

(a) The Technical Proposal in response to this solicitation should address the offeror's approach to implementing the scope of work contained in Section C including identification of critical program objectives and a timetable of program implementation. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The Offeror's experience and the past performance references will be included as an annex or attachment to the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. The Technical Management Approach is limited to 30 pages, OVER 30 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 ½" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Annex 1 shall contain the CVs of key personnel and Annex 2 firm's experience and past performance. Items such as graphs and charts should be placed in Annex 3.

2. TECHNICAL MANAGEMENT SECTION

The technical proposal should, at a minimum, include the following:

- (i) Proposed approach to Program Implementation including constraints and coordination. Although traditional approaches to implement construction contracts of this nature exist, the Offeror, in its technical

management proposal, may suggest creative methods for accomplishing projected outputs. Description of procedures for identifying problems and methods for taking corrective action, and tracking achievement of the outputs will be provided.

(ii) Description of the management structure (with organizational chart), staffing responsibilities of each non-job order subcontractor of if any, including the latter's proposed level-of-effort are required. In addition, discussions of the staff tasks, interaction between home office and field staff and their respective authorities must be provided. Detailed capability information on subcontractors and collaborating organizations should be included in an annex. The Offeror shall include signed letters of commitment from all proposed long-term personnel, subcontractors and collaborating organizations in an annex to the proposal.

(iii) Description of approach to selecting and managing subcontractors and construction activities as well as subcontracting with small U.S. business concerns, and small disadvantaged, small woman owned, small veteran owned and small service disabled veteran-owned concerns and Iraqi businesses.

(iv) Description of how construction would be financed and costs contained for subcontracts as well as home office and field operations.

3. QUALIFICATIONS OF PROPOSED PERSONNEL

The Offeror shall provide long and short term personnel with an appropriate mix of skills, technical expertise and experience to accomplish the requirements. The offeror will identify from among proposed personnel, one individual as Chief of Party and another as Deputy. In addition to her/his technical responsibilities the former will have key representational and administrative duties. Specifically, she/he will:

- Be the Contractor's primary liaison with USAID and other USG official is as required on all matters related to the Contract.
- Ensure the timely delivery of outputs and their quality.
- Be responsible for the overall administration and management of the Contractor's field office.

The offeror must include a statement signed by each proposed key person confirming their intention to serve in the stated position and their availability to serve for the term of the proposed contract.

4. CORPORATE EXPERIENCE

The offeror will provide details of previous corporate experience providing engineering, procurement and construction services of the type required herein, preferably in the Middle East. Similar information for major contract team members is also required.

5. PAST PERFORMANCE

The Offeror must submit completed Contractor's Performance Reviews Short Forms (Attachment 16) for past or current contracts or subcontracts (including delivery/task orders and purchase orders) for efforts similar to size, scope, and complexity to the work hereunder. The offeror will include information on any problems encountered on the identified contracts or

subcontracts, and the offeror's corrective action(s). Each form will include the following data for an offeror and major contact team member(s).

- Contracting Activity
- Contracting Officer's name, Telephone Number and E-mail Address
- Contracting Officer's Technical Representative's Name, Telephone Number and e-mail address
- Project/Program Manager's Name, Telephone Number and E-mail Address
- Contract Number
- Contract Type, Period of Performance
- Awarded Price
- Final or Projected Price
- Schedule-Original and Final

USAID will consider the information provided, as well as information obtained from other sources, and the evaluation of the Offeror's past performance, and will determine the relevance of similar past performance.

6. SMALL BUSINESS UTILIZATION

USAID will evaluate the extent the offeror used small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive program set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses—as subcontractors, as joint ventures partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed—substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

2. To supplement the narrative summary above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a

contact person, his/her phone numbers, and e-mail address for each.

4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named or government agency.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

An offeror's proposal is presumed to represent its best effort to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and cost or price shall be explained in the proposal. Any significant inconsistency, if unexplained, would raise a fundamental issue of the offeror's understanding of the nature and scope of work required and its fundamental ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror. All pricing information shall be furnished in the cost proposal. The Government will not be responsible for cost/pricing figures provided in the technical proposal that is not included in the cost proposal.

(a) Each Offeror shall provide a **detailed** budget broken down as follows:

0001 Salaries/Fringes/Allowances:	\$ _____
0001A. Long Term No. of Person days: _____	
0001B Short Term No. of Person Days: _____	
0001C. Fringe Benefits	\$ _____
0001D. Allowances	\$ _____
0002. Travel and Transportation	\$ _____
0003. Vehicles	\$ _____
0004. Equipment and Furnishings	\$ _____
0005. Other Direct Costs (rents, supplies Utilities, insurances, fuel, etc to be detailed in cost proposal)	\$ _____
0006. Subcontracts (non-Job Order)	\$ _____
0007. Repairs, rehabilitation, reconstruction, construction and upgrading projects	\$1,300,000,000.00
0008. Indirect Costs	\$ _____
0009. Fixed Fee (On 0001 - 0006 and/or 0007)	\$ _____
0010. SB/SBD/SWO/SVO/SSDVO Incentive Fee	\$ _____

A narrative describing the basis on which the costs and fee were derived as well as an explanation for whom, why, where, when, etc and supporting information must be provided in sufficient detail to allow a complete analysis of each cost and proposed fees except as stated above. At a minimum, the cost proposal must include all direct costs, internal and external labor resources, total labor days, current daily or annual salary rate for each proposed key person supported by Contractor Employee Biographical Data Form AID 1420-17, the annual escalation factor applied and method of application, indirect costs, and proposed fee.

(b) A detailed level of effort breakdown must be provided and include Home Office LOE (US based) and expatriate long term and short term professionals. (Long term is defined as exceeding 12 consecutive months.) In addition an organizational chart delineating lines of authority for the key positions and major staff resources needs to be provided. Further, a general staffing pattern plan is required showing all anticipated

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positions, expertise and skills categories, nationality, location of assignment and affiliation.

- (c) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of which firm assumes which responsibilities and liabilities.
- (d) The signed representations and certifications, as set forth in Section K of this solicitation for the prime and any subcontractors.
- (e) A completed Certificate of Current Cost or Pricing Data for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate shall be re-submitted after negotiations have been concluded and agreement has been reached.)
- (f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.). The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s). In the event that the Offeror includes indirect costs in the proposal, a copy of the latest Negotiated Indirect Cost Rate Agreement (NICRA)/Forward Pricing Rate Agreement must be included.
- (g) A copy of the Offeror's personnel policies in effect at the time the offer is submitted.
- (h) A copy of the Offeror's travel policies in effect at the time the offer is submitted.
- (i) A copy of the Offeror's procurement policies in effect at the time the offer is submitted.
- (j) A letter certifying a commitment by the key personnel proposed that they are available to work under this contract, if an award is made by December 31, 2003.
- (k) The Biographical data sheets (AID1420-17) should be provided with the cost proposal for the proposed key personnel.
- (l) A list of proposed nonexpendable property purchases to support the field operations.
- (m) A completed and signed SF 1442 and acknowledgment of any amendments to the RFP.
- (n) The Offeror must include its full street address, name of the authorized negotiator, Facsimile Number, Telephone Number, E-mail address and Website (if any), on the title page of the Cost Proposal.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

a. The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

b. The cost proposal will be scored by the method described in this Section.

c. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

Only firms that currently hold a secret or higher DOD security clearance will be considered for award. Technical and cost factors will be evaluated with the former being significantly more important 90 points than the latter 10 points. The combined technical and cost scores will be used to determine the competitive range.

I. Technical: The technical proposal will be scored by the technical evaluation committee using the criteria shown below. The relative importance of the Technical Evaluation Criteria is indicated by the points shown. The Technical Management Approach sections are limited to a 30 page maximum.

1. The discussion of the **Technical Management Approach** will address the following factors - **total 45 points:**

a. Approach to program implementation including mobilization, identification of critical program objectives, and a timetable of program implementation.- 15 points

b. (i) Understanding of the constraints to operating in the current Iraqi social, political, and security environment; and (ii) approach to coordination with national and local Iraqi officials and leaders, the Coalition Provisional Authority, US Military, USAID, other USG agencies, other donors and international and local NGOs, and other USAID assistance providers.- 7 points

c. Description of management structure, staffing, designation of key personnel and their roles, level of effort, relationship between home office and field staff and their respective authorities and degree to which Iraqis are incorporated into management structure. - 8 points

d. Approach to selecting and managing subcontractors and construction activities.- 5 points

e. Approach to subcontracting with small U.S. business concerns, small U.S. disadvantaged enterprises and Iraqi firms (for the latter significant work). - 5 points

f. Approach to construction financing and containing costs for both subcontracts and the firm's home office and field operations. - 5 points

2. Qualifications of Proposed Personnel - total 15 points; Annex 1 (include a summary of key personnel, no longer than four pages total, and CVs of key personnel only).

a. Demonstrated relevant experience and familiarity of key personnel with program management, engineering design, construction, contracting practices, and capacity building in similar circumstances in the developing world, and particularly in the Middle East. - 10 points

b. Availability of proposed personnel to continue working throughout the project's lifetime to provide continuity. - 5 points

3. Offeror's Experience -total 10 points

Offeror's experience including proposed contract team members' experience in projects of a similar nature, preferably in the Middle East.

4. Offeror's Corporate Past Performance - total 15 points; Annex 2.

Past Performance

- (i) quality and effectiveness of performance;
- (ii) timeliness of performance and adherence to contract schedules;
- (iii) effectiveness in the containment and mitigation of costs;
- (iv) quality and appropriateness of Contractor's key personnel; and
- (v) customer satisfaction.

5. U.S. Small Business Utilization - total 5 points

Demonstrated use of small business concerns under current and past contracts.

II. Cost: The cost/business proposal will be evaluated for cost reasonableness and realism in comparison to the relative benefits, efficiencies or risks that the technical proposal may contain. - 10 Points

M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID requires the participation of small business concerns and disadvantaged enterprises in this contract as set forth in Section H and in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7).

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.

-
- Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name			
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract	
		6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)		

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.
2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
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17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
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INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

- Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENT 13
OFACS

The Office of Foreign Assets Control has issued a series of General Licenses amending the Iraqi Sanctions Regulations, 31 C.F.R. Part 575. In addition, the President has issued an Executive Order terminating the emergency with respect to the actions and policies of UNITA. The text of the General Licenses and of the Executive Order follows:

"IRAQI SANCTIONS REGULATIONS - GENERAL LICENSE (#1)

(Granted under the authority of Section 203 of the International Emergency Economic Powers Act (50 U.S.C. Section 1702), Section 5 of the United Nations Participation Act (22 U.S.C. Section 287c), Executive Order No. 12722 of August 2, 1990, Executive Order No. 12724 of August 9, 1990, and Parts 501 and 575 of Title 31 of the Code of Federal Regulations.)

Section 575.529 Non-commercial funds transfers and related transactions.

- (a) U.S. persons are authorized to transfer funds to any person in Iraq for non-commercial humanitarian purposes, including family remittances, provided that no U.S. person may transfer more than \$500 per month to any person in Iraq.
- (b) U.S. financial institutions are authorized to engage in all transactions ordinarily incident to the transfer of funds authorized by paragraph (a), including the opening of new correspondent accounts for funds transfers with Iraqi financial institutions. U.S. financial institutions may rely on originators of funds transfers with regard to compliance with 31 CFR part 575.
- (c) This section does not authorize transfers from blocked accounts."

—

"IRAQI SANCTIONS REGULATIONS - GENERAL LICENSE (#2)

(Granted under the authority of Section 203 of the International Emergency Economic Powers Act (50 U.S.C. Section 1702), Section 5 of the United Nations Participation Act (22 U.S.C. Section 287c), Executive Order No. 12722 of August 2, 1990, Executive Order No. 12724 of August 9, 1990, and Parts 501 and 575 of Title 31 of the Code of Federal Regulations.)

Section 575.530 Activities by the U.S. Government and its contractors or grantees.

- (a) Subject to the provisions of paragraph (b), U.S. government agencies and their contractors or grantees are authorized to engage in all transactions otherwise prohibited by subpart B of 31 CFR part 575 that are within the scope of their official duties or the relevant U.S. government contracts or grants.
- (b) (1) The exportation from the United States or, if subject to U.S. jurisdiction, the exportation or reexportation from a third country to Iraq of any goods or technology (including technical data or other information) controlled by the Department of Commerce under the Export Administration Regulations (15 CFR chapter VII, subchapter C) for exportation to Iraq must be separately authorized by or pursuant to 31 CFR part 575.
- (2) If the contracting or granting U.S. government agency has determined that the relevant contract or grant is not in support of U.S. government humanitarian assistance or reconstruction efforts in Iraq, or not in support of U.S. or allied forces deployed in military contingency, humanitarian, or peacekeeping operations in Iraq, then the exportation or reexportation of any goods to Iraq must be submitted to the 661 Committee to the extent and in the manner required under applicable UN Security Council resolutions. If this subparagraph applies to a proposed exportation or reexportation, the exporter or reexporter should contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, DC 20520 (tel 202/647-2708, fax 202/647-3261) for procedures concerning submissions to the 661 Committee.
- (c) All payments and funds transfers initiated pursuant to this authorization, and all related documentation, must reference this section number.

Note 1 to Section 575.530: This authorization, and the restrictions on certain exportations or reexportations, extend to the activities of any subcontractors or other persons who are engaged to perform activities within the scope of the relevant contract or grant. See 31 CFR Section 575.418.

Note 2 to Section 575.530: U.S. citizens who wish to travel to Iraq pursuant to this authorization may be required to apply to the Department of State to have their passports validated for travel to Iraq, pursuant to 22 CFR 51.73 and 51.74 and public notices issued thereunder, including Public Notice 4283, 68 Fed. Reg. 8791 (February 25, 2003), as amended by Public Notice 4337, 68 Fed. Reg. 18722 (Apr. 16, 2003), and any subsequent public notices regarding the restriction on the use of U.S. passports for travel to, in or through Iraq. Such applications, if required, should be submitted to the Deputy Assistant Secretary for Passport Services, ATTN: Office of Passport Policy and Advisory Services, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0907. Such applications must include the applicant's name, date and place of birth, dates of proposed travel, and purpose of the trip. This general license does not in any way create a presumption in favor of passport validation."

"IRAQI SANCTIONS REGULATIONS - GENERAL LICENSE (#3)

(Granted under the authority of Section 203 of the International Emergency Economic Powers Act (50 U.S.C. Section 1702), Section 5 of the United Nations Participation Act (22 U.S.C. Section 287c), Executive Order No. 12722 of August 2, 1990, Executive Order No. 12724 of August 9, 1990, and Parts 501 and 575 of Title 31 of the Code of Federal Regulations.)

Section 575.531 Authorization of privately financed humanitarian transactions.

(a) Subject to the conditions and limitations set forth in paragraphs (b)-(e) of this section, all transactions otherwise prohibited by subpart B of 31 CFR part 575 that are necessary to provide privately financed humanitarian support, or to plan or prepare for the provision of humanitarian support, to the Iraqi people in Iraq are authorized. Transactions authorized by this section include, but are not limited to, the exportation to Iraq of goods and services necessary for the provision of humanitarian support, the financing of such humanitarian support, travel-related transactions necessary to provide humanitarian support, and related funds transfers by U.S. financial institutions.

Note to paragraph (a): The term humanitarian support means, as this term has been defined by the Department of State for relevant United Nations Security Council Resolutions on Iraq, humanitarian relief, educational, cultural, recreational, and human rights-related activities, and activities to ameliorate the effects of or to investigate war crimes. Such purposes may include preparatory activities and transactions. See 31 CFR Section 575.330.

(b) The exportation from the United States or, if subject to U.S. jurisdiction, the exportation or reexportation from a third country to Iraq of any goods or technology (including technical data or other information) controlled by the Department of Commerce under the Export Administration Regulations (15 CFR chapter VII, subchapter C) for exportation to Iraq or listed on the United Nations Goods Review List must be separately authorized by or pursuant to 31 CFR part 575.

(c) Any exportation or reexportation of goods to Iraq pursuant to this authorization must be submitted to the United Nations 661 Committee to the extent, and in the manner, required under applicable UN Security Council resolutions. For procedures concerning submissions to the 661 Committee, the exporter or reexporter should contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, DC 20520 (tel 202/647-2708, fax 202/647-3261).

(d) This section does not authorize any transactions with persons on the Department of Defense's 55-person Watch List.

(e) All payments and funds transfers initiated pursuant to this authorization, and all related documentation, must reference this section number.

Note to Section 575.531: U.S. citizens who wish to travel to Iraq pursuant to this authorization may be

required to apply to the Department of State to have their passports validated for travel to Iraq, pursuant to 22 CFR 51.73 and 51.74 and public notices issued thereunder, including Public Notice 4283, 68 Fed. Reg. 8791 (February 25, 2003), as amended by Public Notice 4337, 68 Fed. Reg. 18722 (Apr. 16, 2003), and any subsequent public notices regarding the restriction on the use of U.S. passports for travel to, in or through Iraq. Such applications, if required, should be submitted to the Deputy Assistant Secretary for Passport Services, ATTN: Office of Passport Policy and Advisory Services, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0907. Such applications must include the applicant's name, date and place of birth, dates of proposed travel, and purpose of the trip. This general license does not in any way create a presumption in favor of passport validation."

"IRAQI SANCTIONS REGULATIONS - GENERAL LICENSE (#4)

(Granted under the authority of Section 203 of the International Emergency Economic Powers Act (50 U.S.C. Section 1702), Section 5 of the United Nations Participation Act (22 U.S.C. Section 287c), Executive Order No. 12722 of August 2, 1990, Executive Order No. 12724 of August 9, 1990, and Parts 501 and 575 of Title 31 of the Code of Federal Regulations.)

Section 575.532 Certain exports and reexports to Iraq.

The exportation from the United States or, if subject to U.S. jurisdiction, the exportation or reexportation from a third country to Iraq of any goods is authorized, provided that (a) the exportation or reexportation of any goods or technology (including technical data or other information) controlled by the Department of Commerce under the Export Administration Regulations (15 CFR chapter VII, subchapter C) for exportation to Iraq, or listed on the United Nations Goods Review List, must be separately authorized by or pursuant to 31 CFR part 575, and (b) any exportation or reexportation to Iraq must be submitted to the 661 Committee to the extent and in the manner required under applicable UN Security Council resolutions. For procedures concerning submissions to the 661 Committee, the exporter or reexporter should contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, DC 20520 (tel 202/647-2708, fax 202/647-3261)."

"All issued by direction and on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

By R. Richard Newcomb
Director
May 7, 2003"

EXECUTIVE ORDER:

"Executive Order Termination of Emergency with Respect to the Actions and Policies of Unita and Revocation of Related Executive Orders

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.), the National Emergencies Act (50 U.S.C. 1601 et seq.) (NEA), section 5 of the United Nations Participation Act of 1945, as amended (22 U.S.C. 287c), and section 301 of title 3, United States Code, and in view of United Nations Security Council Resolution 1448 of December 9, 2002,

I, GEORGE W. BUSH, President of the United States of America, find that the situation that gave rise to the declaration of a national emergency in Executive Order 12865 of September 26, 1993, with respect to the actions and policies of the National Union for the Total Independence of Angola (UNITA), and that led to the steps taken in that order and in Executive Order 13069 of December 12,

1997, and Executive Order 13098 of August 18, 1998, has been significantly altered by the recent and continuing steps toward peace taken by the Government of Angola and UNITA. Accordingly, I hereby terminate the national emergency declared in Executive Order 12865, revoke Executive Orders 12865, 13069, and 13098, and order:

Section 1. Pursuant to section 202 of the NEA (50 U.S.C. 1622), termination of the national emergency with respect to the actions and policies of UNITA shall not affect any action taken or proceeding pending, not finally concluded or determined as of the effective date of this order, or any action or proceeding based on any act committed prior to the effective date of this order, or any rights or duties that matured or penalties that were incurred prior to the effective date of this order.

Sec. 2. This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, or its departments, agencies, entities, officers, employees, or agents.

Sec. 3. (a) This order is effective 12:01 a.m. eastern daylight time on May 7, 2003.

(b) This order shall be transmitted to the Congress and published in the Federal Register.

GEORGE W. BUSH
THE WHITE HOUSE,
May 6, 2003."

ATTACHMENT 14
MODEL SMALL BUSINESS SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (Check One)

_____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

_____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns (including 8a), women-owned, veteran-owned and service disabled small business concerns as subcontractors as specified herein and in FAR 52.219-9 and FAR 19.704(a)(1).

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$_____.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \$_____ and _____%*

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$_____ and _____%*

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \$_____ and _____%*

E. Total estimated dollar value and percentage of planned subcontracting with veteran-owned small business concerns: \$_____ and _____%*

F. Total estimated dollar value and percentage of planned subcontracting with service disabled veteran-owned small business concerns: \$_____ and _____%*

(*Expressed as a percentage of "A")

G. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (INCLUDES 8A) (SDB), WOMEN-OWNED SMALL BUSINESS (W-OSB), VETERAN-OWNED SMALL BUSINESS (V-OSB) AND SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDV-OSB)).

(check all that apply)

Subcontracted Product/Service	LB	SB	SDB	W-OSB	V-OSB	SDV-OSB
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(Attach additional sheets if necessary.)

H. A description of the method used to develop the subcontracting goals for small, small disadvantaged (including 8a), and women-owned, veteran-owned and service disabled small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentages; also, explain how the areas to be subcontracted to small, small disadvantaged (includes 8a), and women-owned, veteran-owned and service disabled small business concerns were determined, and how the capabilities of small, small disadvantaged(including 8a), and women-owned, veteran-owned and

service disabled small businesses were determined -- include any source lists used in the determination process).

G. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women-owned, veteran-owned and service disabled small business concerns.

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged (includes 8a), and women-owned, veteran-owned and service disabled small business concerns; assuring that small, small disadvantaged (including 8a), and women-owned, veteran-owned and service

disabled small business concerns are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged (including 8a), and women-owned, veteran-owned and service disabled small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged(including 8a), and women-owned, veteran-owned and service disabled small business concerns;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged (including 8a), women-owned, veteran-owned and service disabled small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged(including 8a), and women-owned, veteran-owned and service disabled small business concerns are made aware of subcontracting opportunities and of how to prepare responsive offers to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq. on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged(including 8a), and women-owned, veteran-owned and service disabled small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade association;
2. Contacting business development organizations;
4. Attending small and minority business procurement conferences and trade fairs; and
5. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
6. Placing newspaper and magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small, small disadvantaged(including 8a), and women-owned, veteran-owned and service disabled small businesses source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: _____

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business", in all subcontracts that offer further

subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period	Report Due	Due
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

ADDRESSES

- (a) SF 294 and
- (b) SF 295 to be submitted to:

Director Office of Small and Disadvantaged Business Utilization/Minority Resource Center U.S. Agency for International Development Washington, DC 20523-1414

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

- A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns (including 8a) were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether veteran-owned small business concerns were solicited, and if not, why not; (5) whether service disabled veteran-owned small business concerns were solicited, and if not, why not; and (6) reason for the failure of soliciting small, small disadvantaged(including 8a), and/or women-owned, veteran owned and service disabled veteran-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

CONTRACTOR PERFORMANCE REPORT--SHORT FORM

PART I. Contract Information (to be completed by offeror)

1. Name of Contracting Entity:	2. Contract No.:
	3. Contract Type:
	4. Contract Value (TEC): \$
5. Description of Work/Services:	
6. Problems (if encountered on this contract please explain corrective action taken)	
7. Contacts (Name, Telephone # and E-mail Address):	
a. Contracting Officer: Phone Number: Email Address:	
b. Technical Officer: Phone Number: Email Address:	
c. Other:	
8. Offeror:	
9. Information Provided in Response to RFP No.	

PART II. Performance Assessment (to be completed by Agency)

1. Quality of product or Service. Comment:
2. Cost Control. Comment:
3. Timeliness of performance. Comment:
4. Customer satisfaction - client. Comment:
5. Customer satisfaction - end users. Comment:
6. Effectiveness of key personnel. Comment:

Information provided By:
Name:
Phone/Fax/Internet address:
Date:

Information Collected By:
Name/Office:
Signature _____
OMB NO.: 9000-0142