

NOTE: A review of these contracts will show that certain specific information has been omitted or redacted. These are standard types of omissions or redactions and have been made in accordance with Federal law, for instance, in order to safeguard business proprietary information as well as to preserve privacy and security.

(Contract begins on next page)

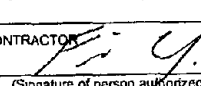
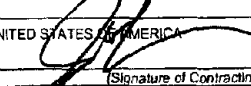
AWARD/CONTRACT		1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 43			
2 CONTRACT NO (Proc Inst Ident) DFD-C-00-03-00026-00		3 EFFECTIVE DATE March 21, 2003	4 REQUISITION/PURCHASE REQUEST/PROJECT NO 267-0001-3-03002				
5 ISSUED BY U.S. Agency for Int'l Development M/OP/DCHA/DOFDA - RRB Room # 7.09-070 1300 Pennsylvania Avenue, N.W. Washington, DC 20523-7900		6 ADMINISTERED BY (If other than Item 5) USAID/IRAQ					
7 NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) SkyLink Air & Logistic Support (USA) Inc 1025 Connecticut Avenue, N.W. Suite 213 Washington, DC 20036 (b)(3) DUNS # 04-530-7308		8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)					
9 DISCOUNT FOR PROMPT PAYMENT N/A		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN					
11 SHIP TO/MARK FOR		12 PAYMENT WILL BE MADE BY APO Address: Accounts Payable USAID/Financial Management Cairo, Egypt Unit 64902 APO AE 09839 4902					
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c) <input checked="" type="checkbox"/> 41 USC 253(c)(2)		14 ACCOUNTING AND APPROPRIATION DATA SER SECTION G 6					
15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE			
	Provide USAID with a capability to improve airport management and operations. This capability requires assessment of specified airports, development of plans to overcome airport-imposed constraints, and the provision of technical and other assistance needed to ensure that the specified airports can manage adequate flow of Cargo as unimpeded as feasible Provide personnel to manage all aspects of the specified airports.						
15G TOTAL AMOUNT OF CONTRACT				\$10,222,850.00			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to Issuing Office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A NAME AND TITLE OF SIGNER (Type or print) Frederick Credno, President				20A NAME OF CONTRACTING OFFICER Joseph W. Lentini			
19B NAME OF CONTRACTOR BY 		19C DATE SIGNED 5/5/03		20B UNITED STATES OF AMERICA BY 		20C DATE SIGNED	

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide USAID with a contractor to improve airport management and operations. This contract requires the assessment of five (5) specified airports, development of plans to overcome airport-imposed constraints, and the provision of technical and other assistance needed to ensure that the specified airports can manage an adequate flow of cargo as unimpeded as feasible. The contractor shall provide personnel to manage all aspects of the specified airports.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term (level of effort) contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Sections C and F in accordance with the performance standards specified in Section E.

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

(a) **BASE PERIOD:** The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is (b)(4). The fixed fee, if any, is (b)(4). The estimated cost plus fixed fee, if any, is \$10,222,850.00.

OPTION #1: The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is (b)(4). The fixed fee, if any, is (b)(4). The estimated cost plus fixed fee, if any, is \$10,427,032.

OPTION #2: The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is (b)(4). The fixed fee, if any, is (b)(4). The estimated cost plus fixed fee, if any, is \$10,651,817.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$2,500,000.00. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder include Letter Contracts dated March 21, 2003 and April 15, 2003.

B.4 PRICE SCHEDULE

The Contractor shall not exceed the amounts specified below by CLIN per Airport without the prior written approval of the Contracting Officer.

BASE PERIOD

CLIN	AIRPORT # 01 - INT'L	AIRPORT # 02 - INT'L	AIRPORT # 03 - DOM	AIRPORT # 04 - DOM	AIRPORT # 05 - DOM
CLIN 001 - Airport Assessment - Cost	(b) (4)				
Fixed Fee					
SUB-TOTAL CLIN 001	\$206,353	\$206,353	\$206,353	\$206,353	\$206,353
CLIN 002 - Planning - Cost	(b) (4)				
Fixed Fee					
SUB-TOTAL CLIN 002	\$89,075	\$89,075	\$89,075	\$89,075	\$89,075
CLIN 003 - Airport Operations - Cost	(b) (4)				
Fixed Fee					
SUB-TOTAL CLIN 003	\$2,080,243	\$2,080,243	\$1,528,408	\$1,528,408	\$1,528,408
TOTAL - BASE PERIOD	\$2,375,671	\$2,375,671	\$1,823,836	\$1,823,836	\$1,823,836

OPTION # 01

CLIN 003 - Airport Operations - Cost	(b) (4)				
Fixed Fee					
TOTAL - OPTION PERIOD # 01	\$2,425,607	\$2,425,607	\$1,858,606	\$1,858,606	\$1,858,606

OPTION # 02

CLIN 003 - Airport Operations - Cost	(b) (4)				
Fixed Fee					
TOTAL - OPTION PERIOD # 02	\$2,479,663	\$2,479,663	\$1,897,497	\$1,897,497	\$1,897,497

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
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Overhead

(b) (4)

- 1/ Base of Application: Total direct cost excluding fee paid to all subawards.

Type of Rate: Provisional

Period: Date of Award until amended

The provisional rate incorporated into this contract is contingent upon the issuance of a Negotiated Indirect Cost Rate Agreement by USAID/M/OP/OCC. Within six (6) months from the date of award of this contract, the Contractor is required to provide the Contracting Officer with a copy of the Negotiated Indirect Cost Rate Agreement.

If a Negotiated Indirect Cost Rate Agreement is not established within the allotted time, payment of indirect cost shall be suspended.

B.6 ADVANCE UNDERSTANDING OF CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. The distribution base for establishment of a final overhead rate is total direct cost excluding fee paid to all sub-awards.
2. The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

3. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of an overhead rate of 11.50% for the accounting period ending the contract period.

4. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.7 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.

B.8 DEFINITIZATION OF LETTER CONTRACTS

The Letter Contracts dated March 21, 2003 and April 15, 2003 are hereby incorporated into this contract in its entirety.

[End of Section B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 OBJECTIVE AND SUMMARY**

International and domestic airports constitute an important set of links both within Iraq and between Iraq and the rest of the world. Whether receiving humanitarian supplies, freight, or personnel, it will be important for both operational and symbolic reasons that airports within Iraq be quickly restored to some level of adequate service. The objective of this activity is to provide assessment and operation management technical expertise capabilities for specified airports in Iraq - two international and three domestic airports (to be determined). The purpose is to ensure that personnel, U.S. technical assistance materials and supplies, and other relief and rehabilitation cargoes, including food assistance and materials for reconstruction, enter the country smoothly. The Contractor shall provide all personnel, supervision, vehicles, equipment, tools, materials, and other items and services necessary to perform assessments and undertake operational management of specified airports. The activity supports USAID mission and other relief programs and will be carried out through a cost reimbursement, level of effort term contract.

C.2 BACKGROUND

Annually, significant amounts of USAID-funded and other relief and development supplies and materials as well as technical expertise, are flown throughout the world. The logistics of transportation are complex, and many factors determine the extent to which such supplies and materials reach destinations in a timely manner. The costs of inadequacies and constraints in the airport system are many, and include increased costs due to delay and deterioration of materials and supplies.

Frequently, airports operate inadequately, often due to poor logistical management, inadequate equipment and equipment maintenance, slow customs clearance, and poor coordination with land transport. Additional constraints may arise, such as inadequate fuel bunkering and supply capacities, and poor security. Airport management may be the responsibility of the national government, of a local government, of a civil authority, or of the military.

Overall, many of the airports utilized for transport of U.S. technical assistance and USAID-funded goods operate at levels far below the standards of the International Civil Aviation Organization (ICAO). Inadequacies of operation may be due to a legacy of neglected maintenance, poor site planning and development, lack of trained management, inadequate supporting infrastructure, such as electricity, or inappropriate and overly-restrictive local regulations and procedures. In instances of local or regional conflict, airport

operations may be greatly constricted or simply halt, greatly impeding the flow of incoming materials and supplies.

The purpose of this activity is to provide USAID with a capability to improve airport management and operations so that the flow of USAID-funded and other goods and technical assistance is adequate and as unimpeded as feasible. This capability requires assessment of specified airports, development of plans to overcome airport-imposed constraints, and the provision of technical and other assistance needed to ensure that the specified airports can manage an adequate flow of cargo. Since in the instance of local or regional conflict, airports may fail to be operational, the capability to be provided under this statement of work includes the direct provision of personnel to manage all aspects of the specified airports. The overall activity will be undertaken in support of and in cooperation with national or local authorities. Where operations have been directly under the management of the Contractor, the activity will include plans and assistance for a transition from Contractor management back to national or local management.

C.3 STATEMENT OF WORK

The Contractor shall provide services and management in the following areas:

- A. Technical assistance to make management assessments of two international and three domestic Iraqi airports to be specified by USAID. Such assessments will address all airport resources, systems, utilities and facilities in place for the control, safety, service and security of aircraft in the air and on the ground at the specified airport locations as well as all airport resources, systems, utilities and facilities necessary or required for the control, safety, service and security of aircraft in the air and on the ground at specified airport locations.
- B. Technical and other assistance to plan implementation of airport improvements, including site improvements, freight unloading and storage, labor management, transport improvement, customs clearance, security, and many other aspects of airport operation.
- C. Technical and other assistance to directly manage and operate part or all of the two international and three domestic Iraqi airports, to be specified by USAID. Such direct operation will ensure the adequate throughput of USAID-funded and other freight, emergency supplies, developmental materials and other technical assistance.

The Contractor shall work closely with the USAID Contractor undertaking infrastructure reconstruction and construction (i.e. runway repairs). The assistance to be provided is further described in the tasks below.

Tasks and Activities

1. CLIN 001: Initial Airport Management Assessments

The contractor shall provide an assessment of all airport resources, systems, utilities and facilities in place for the control, safety, service and security of aircraft at two international, and three domestic airports in Iraq, to be specified by USAID. The assessment shall include an analysis of all local and international airport requirements, ordinances, leases, agreements, laws and regulations - including a limited environmental impact and mitigation assessment -- as well as current conditions, possible future levels of airport performance and a prioritized list of improvements necessary to achieve those various future levels of performance. The contractor shall review systems, facilities, utilities, management, personnel, material, fuel, administrative requirements and contractual agreements required to permit the airports to operate at required current minimal and possible future levels. Any current impediments for achieving future levels of performance shall be noted. The assessment shall be mindful of industry best practice for control and safety of aircraft, personnel and cargo. The assessment shall include a prioritized list of improvements necessary to assure the airports operate in accordance with ICAO standards and requirements. All suggested improvements to meet various future levels of performance shall be accompanied by a cost analysis for the improvements. The local civil aviation authority shall be consulted.

The contractor shall also provide the services of a Liaison Officer for work with the Commander of Coalition Air Forces (at Prince Sultan Airbase in Saudi Arabia).

Preparation of Airport Management Assessments: It is expected that the contractor will perform airport operational assessments quickly as directed by the CTO, with a focus on prioritizing those issues and recommendations most directly required to meet the needs of the transport of USAID-funded and other materials and supplies. Desirable but not priority airport improvements shall be included only when they have the potential to impact negatively on the adequate flow of USAID-funded materials and supplies and personnel. Initial airport assessment reports should include an executive summary, a concise background of existing status and conditions, a concise description of constraints (particularly those that may impede the adequate flow of USAID-funded and other relief materials and supplies and personnel), and a concise set of recommended solutions to priority constraints. Areas needing further inquiry should be identified provided they have a reasonably direct bearing on improving specific airport management to meet USAID needs. Initial airport assessment reports should include an illustrative but reasonably accurate budget for priority improvements and, as feasible, present expenditure options related to increased levels of airport improvement. Initial airport assessments should also include a brief work plan, with identification of

personnel and material resources required, to undertake priority improvements in the most expeditious manner feasible. The Contractor shall work closely with the USAID contractor responsible for airport infrastructure reconstruction and construction.

The assessments of the two international and three domestic airports in Iraq, to be specified by USAID, shall be carried out when the environment is considered permissive, including preparation of draft assessment reports, within a maximum of three weeks by a team of qualified personnel together with support staff. The Contractor shall include in the assessment the estimated monthly fuel requirement for up to one year of program implementation.

It is assumed that assessments will be phased. The Contractor shall provide the draft airport assessment reports to the CTO. USAID will provide verbal and written comments to the Contractor within five working days of receipt of the draft assessment reports. USAID comments and the additional contractor responses shall be included in the Contractor's final assessment report.

2. CLIN 002: Planning Implementation of Airport Improvements

Concurrent with completion, and approval by USAID, of initial airport assessments, the Contractor will proceed to plan the implementation of USAID-approved airport management improvements. The Contractor shall prepare an adequately detailed work plan, together with the details, personnel requirements, material needs and specifications, implementation method, training needs, and budget for the work to be undertaken. This plan should be submitted to USAID within one week of completion of the assessment reports developed under CLIN 001.

Work plans for airport management improvement must give priority to the most immediate improvements required to facilitate the adequate flow of USAID-funded and other relief materials, supplies, and commodities and technical expertise. The quantity and quality of proposed improvements should be linked to the quantity and type of USAID-funded and other relief materials, supplies and commodities likely to be delivered through the airports. The work plan should, as feasible and needed, provide options with respect to the amounts and types of improvements to be made as they relate to the amounts and types of materials, supplies, commodities, and personnel that could be delivered through the airport. Desirable improvements of secondary priority may be set out in the plan, but these should be restricted to those most directly linked to facilitating the flow of USAID-funded materials through the airports. As required, work plans should identify steps to be taken, along with material and training needs to strengthen national or local management of airport improvements in a sustainable manner.

No actual airport improvements work shall be undertaken without written USAID approval of the work plan.

3. CLIN 003: Direct Operation of Airports

[Base period: As indicated above, airport assessments may be phased and a determination will be made by USAID to direct the contractor to begin operations and management of airport operations under CLIN 003. The airport operation and management period is not to exceed twelve months for each of the airports specified. If continuation of these services is required by USAID, the option periods built into the contract will be activated, as necessary.]

From time to time, and especially in the instance of local or regional conflict, it may be in the interest of the US Government that part or all of the two international and three domestic airports in Iraq, as specified by USAID, be managed directly by the Contractor. The contractor should be prepared to undertake this task as soon as directed by the CTO. As required, USAID will facilitate transfer of authority over the airports from national or local agencies to the Contractor. It is expected that direct operations of the airports will occur only on an emergency basis and that operations will continue for an unspecified period of time until a transition of authority returns control to national or local agencies. In such instances, the Contractor may be required to carry out CLINs 001 and 002 above, along with this CLIN, as quick-response emergency tasks that may need to be coordinated with military authorities.

Preparedness Planning: The Contractor shall produce a prototype plan for the immediate assumption of airport management and assume that the Contractor will be required to provide most, if not all, management elements of airport operation. The plan should focus on those elements of airport improvement and management required to meet USAID needs, especially those related to expeditiously opening airports to flights and offloading materials, storage, and transfer to land transport. The plan should identify the personnel, equipment, and material requirements needed to operate the airports and the local personnel and resources available to operate the airports. It should identify and schedule any elements of additional assessment of airport status that may need to be undertaken. It should include several scenarios for several different levels of intervention and forecast the length of time required under each scenario to achieve minimal capability and a gradual increase in capacity. The Contractor should assume that the airports and airport areas will be reasonably secure and that there will be a need to coordinate activities with military security and military logistics staff. Air traffic control functions will be the responsibility of the U.S. military. The plan shall identify key Contractor personnel required and immediately available to undertake implementation of emergency airport operational management, and forecast the schedule on which all necessary personnel will be deployed.

The Contractor shall develop the plan within three weeks of the commencement of CLIN 003.

Direct Airport Operation and Management: When directed to assume management of airport operations, it is expected that the Contractor would be prepared to begin implementing the Preparedness Plan described above. It is recognized that the Contractor may be required to carry out certain elements of CLINs 001 and 002 above in order to implement the preparedness plan and begin to operate the airports at a minimal level. The Contractor shall make every feasible effort to shorten the period for preparing initial assessments and work plans for improvement, with a goal of identifying all needed materials, personnel, budget needs, and implementation plan. The assessments of airport status (CLIN 001) and work plan for implementing airport improvements (CLIN 002) shall be linked to the most critical priorities for achieving the maximum needed airport operation capacities as rapidly as feasible.

It is probable that the Contractor will need to operate, and perhaps to provide, some or many of the aspects of airport management described in the list at CLIN 001 above. In general, the Contractor is expected to provide:

Financing Airport Operations: In the event that USAID directs the contractor to manage and operate the airports, start up funds and working capital to begin implementation of the operation plan shall be provided by USAID. Start up capital shall be provided to cover initial facility and equipment replacement and repair, including the purchase of necessary forklifts and other equipment, as proposed by the contractor and approved by USAID from the airport assessments, improvement plan and operational plan. Start up working capital shall be provided to cover initial operation of the airports. These costs are not presently included in this contract budget. After airport operations begin, working capital for labor, facilities and equipment operation and maintenance, airport overhead and contractor profits shall be obtained from fees and charges to carriers and freight owners. USAID shall approve the fee and charge schedule and the level of contractor profit from operations. The contractor shall present USAID with monthly financial statements outlining the costs, revenues and profits from operations. The contractor shall maintain separate bank account(s) and records regarding airport costs and revenues under this contract. To the extent that revenues exceed costs and negotiated maximum profit margin, USAID shall determine the use of any remaining funds in the airport accounts.

Coordination with Military and Civil Authorities: The Contractor shall be responsible for coordinating airport operation with appropriate national, local, and US military and civilian authorities. USAID will facilitate this function.

Security: The Contractor shall be responsible for providing security for all aspects of airport operation within the airport perimeter. This function is likely to be provided in liaison with and coordination with appropriate national, local, and US military and police functions.

Transition: The Contractor will be responsible for planning the transition of return of airport control to national or local agencies, civil or military, and for implementing the transition plan. To carry out this function, the Contractor is expected to identify training, equipment, and other needs to enable the return of adequate national or local agencies, and to carry out such activities, including providing a continuing program of technical assistance as required and agreed by USAID.

Other airport operations and management functions as may be directed by USAID.

The Contractor shall undertake the direct operation of airports only as directed by USAID.

C.4 DELIVERABLES

A. Airport Assessments: A minimum of one assessment report per airport will be required, as described in CLIN 001.

B. Detailed Work Plans for Airport Operation and Improvement: A minimum of one Work Plan per airport will be required, as described in CLIN 002.

C. Preparedness Plan: One plan per airport, as described in CLIN 003.

D. Direct Airport Operations and Management Monthly Reports: As directed by USAID.

E. If direct operation and management is requested by USAID at a single airport, the Contractor shall ensure equipment is installed and operating and administrative systems are in place to permit freight flights and passenger flights within 4 weeks of the commencement of airport operation and management.

F. If direct operation and management is requested by USAID at one international airport, the Contractor shall ensure equipment is installed and operating and administration systems are in place to permit international freight flights and passenger flights within six months of the commencement of airport operation and management.

G. If direct operation and management is requested by USAID at two international airports, the Contractor shall ensure equipment is installed and operating and administrative systems are in place to

permit international freight flights and passenger flights at both airports within twelve months of the contract start date. By the end of one year, international commercial air links and international air connections will be restored.

C.5 EVALUATION OF PROJECT STATUS

USAID will conduct an internal assessment of project results and annual status prior to the end of each six month period of project implementation, and provide the results of that assessment in writing to the Contractor.

C.6 PERSONNEL

The Contractor shall obtain and retain appropriate professional and support personnel as described in Section F.5 and the contractor's final proposal. It is anticipated that significant amounts of international travel will be required.

All personnel shall perform the above tasks, under the control of USAID and the contractor's Senior Project Manager.

It is expected that the following personnel will be necessary:

Senior Project Manager - Overall management of the project.

Airport Director(s) - Overall management of airport operations.

Terminal Manager(s) - Overall airport management and relations with vessel masters.

Receiving Manager - Working with cargo title owners and carriers. Inspect, count and measure cargoes.

Delivery Manager - Working with cargo title owners and their carriers, transferring cargo from the airport area. Inspect, count and measure cargoes - Delivery receipts.

Facilities and Equipment Manager

Safety / Environmental Manager - Safety and security of individuals, cargo and carriers. Public Health.

Warehouse Manager - Transit sheds, warehouses and cargo control at the airport

Executive Manager - Administration, Records, Timekeeper, Clerical, Financial, Documentation, Labor relations and Procurement.

Liaison Officer - Work with the Commander of Coalition Air Forces (at Prince Sultan Airbase in Saudi Arabia).

The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff. 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. The contractor shall nominate individual professionals that will assist with airport operations and be compensated through the separate contract.

[End of Section C]

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 semfinished 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 office 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.

[End of Section D]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Washington
ANE Bureau
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523-4900

USAID/Iraq

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.

[End of Section E]

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)	
52.242-15	STOP-WORK ORDER AUG 1989 ALTERNATE I	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is March 21, 2003 through September 30, 2004. The period of performance for option periods, if any, is:

OPTION PERIOD 1 - October 1, 2004 through September 30, 2005
OPTION PERIOD 2 - October 1, 2005 through September 30, 2006

F.3 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.4 PROGRESS REPORTING REQUIREMENTS

Monthly Reports: The Contractor shall submit a monthly report to USAID specifying progress achieved according to the annual work plan, highlighting monthly achievements, and noting activities planned for the next month. Airport operation costs, revenues and profits shall be provided with broad category detail provided. Unless otherwise agreed to by USAID, the report shall be submitted to USAID within 5 working days after the end of each month. Monthly reports shall be submitted to both USAID/Iraq and USAID/Washington (ANE).

The monthly report should also include the Contractor's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the contract.

Final Report: At the end of the base period, the Contractor shall prepare a final report emphasizing progress, issues, constraints, and

recommendations for continued activity by USAID. The final report shall be submitted to both USAID/Iraq and USAID/Washington (ANE) no later than 10 working days after the end of the period of performance. Should the options under this contract be exercised, the Contractor should provide a final report no later than 10 working days after the end of each option.

F.5 LEVEL OF EFFORT

- (a) BASE PERIOD - The contractor shall devote 1,790 person-days level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category in Attachment 3.
- (b) OPTION PERIOD 1 - The contractor shall devote 1,440 person-days level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category in Attachment 3.
- (c) OPTION PERIOD 1 - The contractor shall devote 1,440 person-days level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category in Attachment 3.
- (d) The number of person-days for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

F.6 KEY PERSONNEL

a. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
(b) (6)	Senior Project Manager
TBD*	Airport Director
TBD*	Airport Director
TBD*	Airport Director
TBD*	Airport Director

[* These personnel are to be determined. Contracting Officer approval is required prior to hiring personnel under these positions.]

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

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

[End of Section F]

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 USAID 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 Item No.	Description	Amt vouchered this period	Amt vouchered to date
01	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
02	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$ 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 paid, or to the extent allowed under the applicable payment clause, will be paid

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 USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated 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 Ross Wherry or his or her designee at:

ANE Bureau
1300 Pennsylvania Avenue, N.W.
Washington, D.C. 20523-4900
Telephone: (202) 712-4716

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.

(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, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) 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.

(f) Failure by the Contractor to report to the Administrative 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:

APO Address: Accounts Payable
 USAID/Financial Management
 Cairo, Egypt
 Unit 64902
 APO AE 09839 4902
 Attn: Homi Jamshed

International Courier: Office of Financial Management
 USAID Building
 Lot 1/A Off Ellaselki Street
 New Maadi, Cairo, Egypt
 Post Code No. 11435

Fax: 011-20-2-516-4719

E-Mail:
AcctsPayableEgypt@usaid.gov<<mailto:AcctsPayableEgypt@usaid.gov>>

G.6 ACCOUNTING AND APPROPRIATION DATA

Managing Request No: 267-0001-3-03002
Strategic Objective: 267001
Activity: ELE # 02 - Airport Administration
Appropriation Data: 72X1035
Fund Account: B.P.C. HFDX0323267KG13
Amount Obligated: \$2,500,000.00

[End of Section G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.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)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 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.3 AIDAR 752.7004 EMRGENCY LOCATOR INFORMATION (JUL 1997)

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

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

**H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT
EXPERIENCE DOCUMENTS (OCT 1997)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 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 Ford
(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) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

None specified at the time of award.

H.8 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.9 LANGUAGE REQUIREMENTS

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

H.10 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.

(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

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 Five Percent (5%) (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

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation 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.

(f) Initial Salaries

The initial starting salaries of all employees 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 best and final and 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) Nonoverseas 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 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.

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 IMPLEMENTATION REQUIREMENTS

Implementation in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq.

[End of Section H]

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	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997)	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999

52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
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52.242-13	BANKRUPTCY	JUL 1995
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52.246-23	LIMITATION OF LIABILITY	FEB 1997
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752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
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I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months..

I.4 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.5 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to

refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract,

unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.6 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.7 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(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.

[End of Section I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

NUMBER	TITLE	DATE	PAGES
1	Department of Treasury Iraqi Sanctions Regulations License	02/05/2003	3
2	Tip Sheet	Undated	5
3	Level-Of-Effort by Labor Category	05/05/2003	3
4	Geographic Code		1
5	Contractor Employee Biographical Data Sheet	04/95	2

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OFAC



DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

License No. IQ-2215

IRAQI SANCTIONS REGULATIONS

LICENSE

(Granted under the authority of Section 203 of the U.S. International Emergency Economic Powers Act (50 U.S.C. § 1702), Section 5 of the United Nations Participation Act (22 U.S.C. § 287c), Executive Orders No. 12722 of August 2, 1990, No. 12724 of August 9, 1990, No. 12957 of March 15, 1999, No. 12959 of May 4, 1995 and No. 13059 of August 19, 1997, and Parts 501, 560 and 575 of Title 31 of the Code of Federal Regulations.)

To: Bureau of Near Eastern Affairs
Bureau of Population, Refugees and Migration
Agency for International Development
c/o U.S. Department of State
Bureau of Economic Sanctions Policy
Washington, D.C. 20520

1. Based on the 01/23/03 memorandum from the U.S. Department of State (the "Memorandum"), the transactions and activities delineated on the reverse hereof are hereby authorized.
2. This license is granted upon the statements and representations made in the Memorandum, otherwise filed with or made to the Treasury Department as a supplement to the Memorandum, or based on information available to the Treasury Department, and is subject to the condition, among others, that all U.S. persons who are State Department or USAID grantees/contractors (the "Licensees") comply with all regulations, rulings, orders, and instructions issued by the U.S. Secretary of the Treasury under the authority of Section 203 of the International Emergency Economic Powers Act, Section 5 of the United Nations Participation Act, and the terms of this license.
3. The Licensee(s) shall furnish and make available for inspection any relevant information, records or reports requested by the U.S. Secretary of the Treasury or any duly authorized officer or agency.
4. This license is not transferable, and is subject to the terms of Executive Orders No. 12722 and 12724, and any regulations, rulings, orders and instructions issued pursuant thereto, and may be revoked or modified at any time at the discretion of the U.S. Secretary of the Treasury.
5. This license does not excuse compliance with any law or regulation administered by the Office of Foreign Assets Control or any other agency (including reporting requirements) applicable to the transaction(s) herein licensed, nor does it release Licensee(s) or third parties from civil or criminal liability for violation of any law or regulation.

Issued by direction and on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

By *Richard Newcomb* 2/5/03
R. Richard Newcomb
Director

(Attention is directed to 18 U.S.C. § 1001; 50 U.S.C. § 1705; 22 U.S.C. § 287c(b); § 586E of Pub.L. 101-513, 50 U.S.C. § 1701 note; Pub.L. 101-410, 28 U.S.C. 2461 note; and 31 C.F.R. § 575.701 et seq., for provisions relating to penalties.)

License No. IQ-2215

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SECTION 1 - AUTHORIZATION:

(a) Subject to the terms and limitations of the Iraqi Sanctions Regulations, 31 C.F.R. Part 575, and the Iranian Transactions Regulations, 31 C.F.R. Part 560 (the "Regulations"), and the following conditions and limitations, the Licensees are authorized to engage in all transactions necessary to establish and implement programs related to the provision of humanitarian support, as defined and authorized by these grants/contracts, to the Iraqi peoples in and around Iraq.

(1) No goods or technology (U.S. or foreign-origin) of types controlled under the Department of Commerce's Export Administration Regulations for export to Iraq or on the UN Goods Review List may be exported or re-exported to Iraq, or purchased or used locally in Iraq.

(2) No goods or technology controlled under the Department of Commerce's Export Administration Regulations for export to Iran may be exported or re-exported to Iran, or purchased or used locally in Iran. Please note that the Department of Commerce's Export Administration Regulations also restrict certain exports and re-exports to Syria.

(3) Proposals for the export or re-export of any goods to Iraq must be submitted to the UN 661 Committee to the extent, and in the manner, required under applicable UN Security Council regulations and related rules and regulations. To apply for UN authorization or notification, please contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, D.C. 20520 (TEL: 202-647-2708, FAX: 202-647-3261).

(4) The Licensees shall take adequate measures to prevent any items authorized for export, re-export or local purchase from being obtained or acquired by the Governments of Iraq or Iran, their agencies, or instrumentalities.

(b) U.S. financial institutions are authorized to engage in funds transfers in connection with transactions authorized pursuant to section 1(a) of this license, provided, that no Iraqi or Iranian financial institution or other agency or instrumentality of the Governments of Iraq or Iran may participate in any such funds transfer.

(c) All transactions pursuant to this license must conform to the provisions of the Regulations, all relevant United Nations Security Council Resolutions, including 661, 666, 687 and 1409, and relevant guidance issued by the 661 Committee, as these terms are defined in the Regulations, as well as the provisions of the Trade Sanctions Reform and Export Enhancement Act of 2000 with respect to the commercial sale of agricultural products, medicine and medical devices to Iran.

(d) Any funds transfer executed pursuant to the terms of this license must reference OFAC License No. IQ-2215 or it will be rejected.

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OFAC

License No. IQ-2215

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SECTION 2 - RECORDKEEPING AND REPORTING REQUIREMENTS:

(a) In accordance with 31 C.F.R. § 501.601, the Licensee(s) hereunder is required to keep full and accurate records of all transactions engaged in under this license. Such records shall be made available for examination upon demand for at least 5 years from the date of each transaction. Licensee(s) shall provide information on demand concerning any transaction authorized by or pursuant to this license, as required pursuant to 31 C.F.R. § 501.602.

(b) It is a requirement of this license that the Bureau of Near Eastern Affairs, the Bureau of Population, Refugees and Migration and the Agency for International Development, Department of State, notify OPAC electronically of the name and address of each licensee within two business days after a grant/contract is approved or if a grant is revoked. Each notification is to be cumulative, reflecting all current licensees with new licensees highlighted with an asterisk, and is to be submitted to the Compliance Programs Division, Office of Foreign Assets Control, U.S. Department of the Treasury, 1500 Pennsylvania Avenue, 20220. The notifications are to be sent by email to OfacReport@do.treas.gov and are to reference in their headers the Department of State and License No. IQ-2215

SECTION 3 - CERTIFICATION:

It is a requirement of this license that within ten (10) business days of the awarding of a grant/contract by State/USAID and on a calendar quarter basis thereafter each Licensee certify directly to the Office of Foreign Assets Control that it is and will continue to be in accordance with all the conditions set forth herein. The certifications are to be sent by email to OfacReport@do.treas.gov and are to reference in their headers the Department of State and License No. IQ-2215

SECTION 4 - WARNING:

Except as expressly authorized by the terms of this license or otherwise by the Office of Foreign Assets Control or the Regulations, nothing in this license authorizes any transaction prohibited by the Regulations, nor does this license authorize any transfer of any property blocked pursuant to 31 C.F.R. § 575.201, or any transfer of any funds or other financial or economic resources to or for the benefit of the Governments of Iraq and Iran or any person in Iraq or Iran.

SECTION 5 - PRECEDENCE:

This license is issued on a nonprecedential basis.

Tip Sheet

USAID or State Department Grantees or Contractors

- OFAC License authorizing USAID or State Department grantees or contractors to engage in all transactions necessary to establish and implement programs related to the provision of humanitarian support to the Iraqi peoples in and around Iraq, subject to the conditions specified in the license, will be provided to the contractor or grantee at the time that USAID or the State Department awards the contract or grant.
 - Note that licenses provided under this authority cover only activities related to Iraq and funded by the State Department or USAID.
 - Any activities outside the scope of the State Department or USAID grant or contract must be separately licensed.
- Licensees (defined in the license to include all persons who are State Department or USAID contractors/grantees) are required to keep full and accurate records of all transactions engaged in under the license, as described in the license.
 - The licensee must certify to OFAC within ten business days of awarding of the grant/contract, and on a calendar quarterly basis thereafter that it is and will continue to be in accordance with all the conditions set forth in the license directly. The certifications are to be sent by email to <OfacReport@do.treas.gov>, in accordance with the license.

Tips for Registration Program

- Requires application to OFAC as provided for in OFAC regulations, to be published soon.
- May be issued to all NGOs that are involved in humanitarian activities in areas not controlled by the Government of Iraq.
 - "Humanitarian activities" or "humanitarian purposes" means activities for "humanitarian purposes," as that term is defined by the Department of State, for

relevant UNSC resolutions on Iraq, to mean: 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.

- Once an NGO registration number is issued, NGOs may engage in transactions related to their humanitarian activities, including the exportation of services, goods, software, or technology to areas of Iraq not controlled by the Government of Iraq and the transfer of funds to and from such territories only for humanitarian purposes.

The term "areas of Iraq not controlled by the Government of Iraq" is described to mean, as of January 30, 2003, areas north of the "Green Line" and under the control of the Kurdistan Democratic Party (KDP) or the Patriotic Union of Kurdistan (PUK) in the following provinces of Iraq: Dahuk, Arbil, and Sulaymaniyah. Questions can be addressed to the Office of Northern Gulf Affairs, Bureau of Near Eastern Affairs, Room 4241, U.S. Department of State, 2201 C Street NW, Washington, DC 20520; Tel: 202-647-5692. Any changes to the description of this term will be posted on the Department of State web site at: <www.state.gov>.

Additional Tips for Both Programs

- State Department and USAID grantees or contractors and any NGO issued an NGO registration number are subject to all terms of the applicable licenses or regulatory conditions, and must comply with all regulations, rulings, orders, and instructions issued by the U.S. Secretary of the Treasury under the authority of section 203 of the International Emergency Economic Powers Act and section 5 of the United Nations Participation Act.
- Exports and re-exports to Iraq or Iran, or purchase or use locally in Iraq or Iran, of any goods and technology, regardless of origin, of the type controlled under the Department of Commerce's Export Administration Regulations for export to any terrorist list state, or, in the case of Iraq, on the UN Goods Review List, are not permitted.

- o If a State Department or USAID grantee/contractor or NGO registration number recipient is uncertain as to whether a particular item is controlled for export to either Iran or Iraq and would like a classification, it may submit a complete description of the item, including technical specifications to the U.S. Department of Commerce, Tel: (202) 482-4252 (Karen Nies-Vogel or Susan Daoussi).
- Proposals for the export or re-export of any goods to Iraq must be submitted to the UN 661 Committee in accordance with relevant UN Security Council resolutions and relevant UN 661 Committee procedures.
 - o Completed applications for exports of goods from the United States should be submitted to 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).
 - o Applications must include an Excel spreadsheet attachment. Applications and spreadsheet attachments may be downloaded from the UN's Oil-For-Food web site at www.un.org/depts/oip/. Guidelines for completing the forms are also accessible on the web site.
 - o Exports are authorized only upon delivery of the approved or notified application from the Department of State.
 - o UN applications for seeking approval for or providing notification of the export of goods from other countries should be submitted through the other country's mission to the United Nations.
- Travel Advisories: The Department of State urges all NGOs/Contractors to frequently check Travel Advisories at www.travel.state.gov. All travelers are reminded that conditions are uncertain, even in these areas, and up-to-date information should be sought from local contacts.
- Passport Validation: The current Travel Warning for Iraq warns U.S. citizens to avoid travel to Iraq and those in country to depart. Conditions throughout Iraq remain unsettled and dangerous. Due to the temporary closure of the U.S. Interests Section at the Embassy of the republic of Poland in Baghdad, there are no consular services available to U.S. citizens in Iraq. On February 8, 1991, U. S. passports ceased to be valid for

travel to, in or through Iraq and may not be used for that purpose unless a special validation has been obtained from the U.S. Department of State. Without the requisite validation, use of a U. S passport for travel to, in or through Iraq may constitute a violation of 18 U.S. C. 1544, and may be punishable by a fine and/or imprisonment. Should you wish to apply for a validation, you must submit an application to the Deputy Assistant Secretary for Passport Services, U.S. Department of State, 2401 E Street NW, 9th floor Wash DC, 20522-0907. The envelope should be marked for the attention of the Office of Passport Policy and Advisory Services.

- o Requests must include the applicant's name, date and place of birth, U.S. passport numbers and when they are traveling and the purpose of the trip. Issuance of any license or registration from OFAC does not in any way create a presumption in favor of passport validation.

Tips for Survey/Assessment Missions

- All NGOs involved in humanitarian activities eligible.
- Can be used for travel to Iraq and Iran.
- Funds may be transferred to Iran or Iraq only for "humanitarian purposes," as that term is defined by the Department of State, for relevant UNSC resolutions on Iraq, to mean: 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.
- Any funds transferred to Iran or Iraq may only be used for travel-related transactions, such as airplane, taxi, auto rental, communications and hotel charges, as well as for needed personal services (guides, interpreters, etc.), and the payment of required official fees and taxes. Funds may not be used to open offices or to establish permanent facilities of any kind, or to locally purchase any goods or technology in Iraq or Iran of any kind, except usual and reasonable personal effects for personal use.

- No exports or re-exports to Iran or Iraq are permitted, except for those items intended for temporary use, as personal baggage, by the mission representatives, provided that such items are either consumed during the visit or returned with the representatives at the end of the visit, and further provided that any such personal items, regardless of origin, are not of the type controlled under the Department of Commerce's Export Administration Regulations for export to any terrorist-list state or in the case of Iraq, goods that are on the UN Goods Review List (GRL)
- Any request to export or re-export to Iraq or Iran any goods or technology as part of a survey or assessment mission will require separate OFAC authorization and must be in accordance with U.S. law and any relevant UN Security Council resolutions and 661 Committee rules and regulations.

Note

This document is subject to change, is intended only for general informational purposes, and does not in any way supercede or substitute for applicable laws and regulations. (Revised 2/12/2003)

Employee Level of Effort (days)
Base Period - 18 Months

	Estimated Direct Labor CLIN 1 Level of Effort committed days		Estimated Direct Labor CLIN 2 Level of Effort committed days		Estimated Direct Labor CLIN 3 Level of Effort committed days		Total Hours all CLIN's all categories
	Outside Iraq	In Iraq	Outside Iraq	In Iraq	Outside Iraq	In Iraq	
Prime Contractor Employees							
Air Operations (TBD)	0	0	0	0	0	240	240 days
Assessment Team Members (20 total)	100	420	50	0	0	0	570 days
(b)(6) (Senior Program Director)	65	0	65	0	240	0	370 days
(b)(6) (Consultant)	25	0	50	0	0	0	75 days
Domestic Admin. Manager (3)	0	0	0	0	0	720	720 days
Domestic Facilities & Equipment Manager (3)	0	0	0	0	0	720	720 days
Domestic Receiving Manager (3)	0	0	0	0	0	720	720 days
Domestic Terminal Manager (3)	0	0	0	0	0	720	720 days
Domestic Warehouse Manager (3)	0	0	0	0	0	720	720 days
(b)(6) (Senior Program Director)	65	0	65	0	240	0	370 days
International Admin. Manager (2)	0	0	0	0	0	480	480 days
International Delivery Manager (2)	0	0	0	0	0	480	480 days
International Facilities & Equipment Manager (2)	0	0	0	0	0	480	480 days
International Receiving Manager (2)	0	0	0	0	0	480	480 days
International Safety/Environmental Manager (2)	0	0	0	0	0	480	480 days
International Terminal Manager (2)	0	0	0	0	0	480	480 days
International Warehouse Manager (2)	0	0	0	0	0	480	480 days
(b)(6) (Liaison Officer)	0	120	0	0	0	240	370 days
Security & Safety Chief (TBD)	0	0	0	0	0	240	240 days
Logistics & Service Cps (TBD)	0	0	0	0	0	240	240 days
PRIME TOTAL WORK DAYS	255	550	230	0	480	7920	9,435 days
Sub Contractor Employees							
(b)(6) (Senior Project Manager)	0	0	50	0	190	50	290 days
(b)(6) (Consultant)	0	0	50	0	0	0	50 days
International Airport Director (2)	0	0	100	0	0	480	580 days
Domestic Airport Director (3)	0	0	150	0	0	720	870 days
SUB TOTAL WORK DAYS	0	0	350	0	190	1250	1,790 days

**Employee Level of Effort (days)
Option Year 1**

Prime Contractor Employees	Estimated Direct Labor CLIN 3 Level of Effort committed days		Total Hours all CLIN's all categories
	Outside Iraq	In Iraq	
Air Operations (TBD)	0	240	240 days
(b)(6) (Senior Program Director)	240	0	240 days
Domestic Admin. Manager (3)	0	720	720 days
Domestic Facilities & Equipment Manager (3)	0	720	720 days
Domestic Receiving Manager (3)	0	720	720 days
Domestic Terminal Manager (3)	0	720	720 days
Domestic Warehouse Manager (3)	0	720	720 days
(b)(6) (Senior Program Director)	240	0	240 days
International Admin. Manager (2)	0	480	480 days
International Delivery Manager (2)	0	480	480 days
International Facilities & Equipment Manager (2)	0	480	480 days
International Receiving Manager (2)	0	480	480 days
International Safety/Environmental Manager (2)	0	480	480 days
International Terminal Manager (2)	0	480	480 days
International Warehouse Manager (2)	0	480	480 days
(b)(6) (Liaison Officer)	0	240	240 days
Security & Safety Chief (TBD)	0	240	240 days
Logistics & Service Cps (TBD)	0	240	240 days
PRIME TOTAL WORK DAYS	480	7920	8,400 days
Sub Contractor Employees			
(b)(6) (Senior Project Manager)	190	50	240 days
International Airport Director (2)	0	480	480 days
Domestic Airport Director (3)	0	720	720 days
SUB TOTAL WORK DAYS	190	1250	1,440 days

Employee Level of Effort (days)
Option Year 2

Prime Contractor Employees	Estimated Direct Labor CLIN 3 Level of Effort committed days		Total Hours all CLIN's all categories
	Outside Iraq		
	Iraq	In Iraq	
Air Operations (TBD)	0	240	240 days
(b)(6) (Senior Program Director)	240	0	240 days
Domestic Admin. Manager (3)	0	720	720 days
Domestic Facilities & Equipment Manager (3)	0	720	720 days
Domestic Receiving Manager (3)	0	720	720 days
Domestic Terminal Manager (3)	0	720	720 days
Domestic Warehouse Manager (3)	0	720	720 days
(b)(6) (Senior Program Director)	240	0	240 days
International Admin. Manager (2)	0	480	480 days
International Delivery Manager (2)	0	480	480 days
International Facilities & Equipment Manager (2)	0	480	480 days
International Receiving Manager (2)	0	480	480 days
International Safety/Environmental Manager (2)	0	480	480 days
International Terminal Manager (2)	0	480	480 days
International Warehouse Manager (2)	0	480	480 days
(b)(6) (Liaison Officer)	0	240	240 days
Security & Safety Chief (TBD)	0	240	240 days
Logistics & Service Ops (TBD)	0	240	240 days
PRIME TOTAL WORK DAYS	480	7920	8,400 days
Sub Contractor Employees			
(b)(6) (Senior Project Manager)	190	50	240 days
International Airport Director (2)	0	480	480 days
Domestic Airport Director (3)	0	720	720 days
SUB TOTAL WORK DAYS	190	1250	1,440 days

ATTACHMENT 4

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, Iraq, Iran, North Korea, and Syria.

(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.

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)	

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

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY		
NAME AND LOCATION OF INSTITUTION	MAJOR	DECREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R

14. EMPLOYMENT HISTORY

1. Give lasts 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, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (mm/dd/yyyy)		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 (mm/dd/yyyy)		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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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 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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INSTRUCTIONS

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 in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine social 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 information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

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