

**UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT**

1. Country of Performance: 306 Afghanistan		Adv. & Asst. Services Yes [] No [X]	
2. Contract (Incorporating FAR and AIDAR Clauses): Contract No: EDH-I-00-08-00027-00 Order No: 01			
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223			
3. CONTRACTOR (Name and Address): Tetra Tech EM Inc. 1881 Campus Commons Dr. Suite 200 Reston, VA 20191 TIN: 62-1080561 DUNS: 958760985		4a. ISSUING OFFICE: Office of Acquisition and Assistance USAID/Afghanistan Great Massoud Road Kabul, Afghanistan	
		4b. ADMINISTRATION OFFICE: Office of Acquisition and Assistance USAID/Afghanistan Great Massoud Road Kabul, Afghanistan	
5. TECHNICAL OFFICE: Office of Infrastructure, Engineering & Energy (OIEE) USAID/Afghanistan Great Massoud Road Kabul, Afghanistan		6. PAYING OFFICE. SUBMIT INVOICE TO: The Office of Financial Management (OFM) USAID/Afghanistan Great Massoud Road Kabul, Afghanistan Email: KabulAIDvouchers@usaid.gov	
7. EFFECTIVE DATE: November 09, 2009		8. ESTIMATED COMPLETION DATE: November 08, 2014	
9. ACCOUNTING AND APPROPRIATION DATA: Total Estimated Cost: \$62,984,016.00 Obligated Amount: \$4,000,000.00 See Section A, Accounting and Appropriation Summary.		<div style="border: 1px solid black; padding: 5px;"> <p align="center">PHOENIX OBLIGATION</p> <p align="center">Amount: \$4,000,000.00</p> <p align="center">NOV 05 2009</p> <p>Requested By: <u>Lin</u> On <u>Nov. 05 09</u></p> <p>Reviewed By: _____ On _____</p> <p>Printed By: _____ On _____</p> <p>Contract Type: <u>SO</u></p> </div>	
10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.			
11a. NAME OF CONTRACTOR: Tetra Tech EM Inc. BY: <u>Ronald J. Chu</u> NAME: <u>Ronald J. Chu</u> TITLE: <u>Senior Vice President</u> DATE: <u>November 09, 2009</u>		11b. UNITED STATES OF AMERICA Agency for International Development BY: <u>James Goodwin</u> NAME: <u>James Goodwin</u> TITLE: <u>CONTRACTING OFFICER</u> DATE: <u>14 Nov 09</u>	

Table of Contents	Page
COVER PAGE	1
SECTION A – Accounting and Appropriation Summary	
A.1 General.....	4
A.2 Specific.....	4
SECTION B – Supplies or Services and Price/Costs	5
B.1 Purpose.....	5
B.2 Contract Type.....	5
B.3 Budget and Ceiling Price.....	5
B.4 Payment.....	6
SECTION C – Statement of Work	7
C.1 Introduction.....	7
C.2 Background.....	7
C.3 Scope of Work.....	7
C.4 Detailed Work Requirements.....	8
C.5 Deliverables.....	10
C.6 Special Considerations	11
C.7 Work Orders.....	12
C.8 Performance Monitoring Plan	13
SECTION D – Packaging and Marking	14
D.1 AIDAR 752.7009 Marking (Jan 1993).....	14
D.2 Branding.....	14
D.3 Branding Strategy, Implementation Plan and Marking Plan.....	14
SECTION E – Inspection and Acceptance	15
E.1 Task Order Performance and Evaluation.....	15
SECTION F – Deliveries or Performance	16
F.1 Period of Performance.....	16
F.2 Reports and Deliverables.....	16
F.3 Workdays Ordered	16
F.4 Technical Direction and Designation of Responsible USAID Officials.....	17
F.5 Place of Performance.....	17
F.6 Authorized Work Day / Week.....	17
SECTION G – Task Order Administration Data	18
G.1 Contracting Officer’s Authority.....	17
G.2 Technical Direction.....	18
G.3 Acceptance and Approval.....	18
G.4 Invoices	18
SECTION H – Special Task Order Requirements	19
H.1 Key Personnel.....	19
H.2 Authorized Geographic Code.....	19
H.3 Language Requirements	19
H.4 Government Furnished Facilities or Property.....	19
H.5 Confidentiality and Ownership of Intellectual Property.....	20
H.6 Contractor’s Staff Support and Administrative and Logistic Arrangements.....	20
H.7 AIDAR 752.242-70 Periodic Progress Reports (Oct 2007).....	20

Task Order 01 – EDH-I-00-08-00027-00
Afghanistan Engineering Support Program

H.8 USAID Disability Policy – Acquisition (Dec 2004).....	20
SECTION I – Contract Clauses	21
I.1 Reference Global A&E IQC.....	21
I.2 AIDAR 752.7028 Differentials and Allowances	21
SECTION J	24
J.1 Workdays Ordered (Level of Effort).....	24

SECTION A – ACCOUNTING AND APPROPRIATION SUMMARY

1. GENERAL:

a. Total Estimated Cost:	\$62,984,016.00
b. Total USAID Obligated Amount	\$ 4,000,000.00
c. Title:	Afghanistan Engineering Support Program
d. IQC:	EDH-I-00-08-00027-00
e. USAID Technical Office:	USAID/Office of Infrastructure, Engineering & Energy

2. SPECIFIC:

MAARD No:	306-MAARD-90373
Amount:	\$4,000,000.00
Appropriation No.:	727/21037-90
Fund Code:	ES/2007/2008
Program Area	A17 (Infrastructure)
Program Element	A069
Expanded Object Class Code	4100301
Operating Unit:	Afghanistan
Benefiting Geo Area:	306
CO Reference:	306-SOAG-306-05-0005.00--7 Line 9

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Agency for International Development (USAID), Afghanistan Office of Infrastructure, Engineering and Energy requires support to provide quick response resident professional architect and engineering (A/E) technical services in the sectors of transportation, vertical structures, energy and water and sanitation to USAID/Afghanistan as detailed in Section C.

B.2 CONTRACT TYPE

This is a Cost Plus Fixed Fee term form task order. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 BUDGET and CEILING PRICE

(a) The Total Estimated Cost of this acquisition is \$62,984,016.

For Workdays (LOE) Ordered	\$
For Other Direct Costs	\$
Indirect Costs (includes overhead, G&A, and MHO)	\$
Fixed Fee	\$ _____
Cost Plus Fixed Fee Ceiling Price	\$62,984,016.

The contractor will not be paid any sum in excess of the ceiling price.

(b) USAID hereby obligates the amount of \$4,000,000 for project expenditures. The Contractor will not exceed the aforementioned obligated amount. At any time that the task order is not fully funded at the total estimated cost, FAR 52.232.22, Limitation of Funds also applies.

(c) Funds obligated hereunder are anticipated to be sufficient through February 28, 2010.

(d) Fixed Fee Payment. At the time of each payment of allowable costs to the Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed-fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions of paying fixed fee in this manner apply:

- (1) If the Contracting Officer determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the Contracting Officer may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.
- (2) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this TO, the terms and conditions of these clauses apply after total payments of fixed fee reach eight-five (85%) of the total fixed fee.

B.4 PAYMENT OFFICE

The paying office is:

Office of Financial Management
USAID Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180

See Section G.4 concerning the submission of invoices.

END OF SECTION B

SECTION C – STATEMENT OF WORK AFGHANISTAN ENGINEERING SUPPORT PROGRAM

C.1 INTRODUCTION

The purpose of this Contract is to provide quick response resident professional architect and engineering (A/E) technical services in the sectors of transportation, vertical structures, energy and water and sanitation to USAID/Afghanistan. The activities assigned under this Contract will support USAID's objective of fostering sustainable development in developing countries.

C.2 BACKGROUND

Although much progress has been made, Afghanistan's infrastructure has not fully recovered from the devastation caused by the ravages of war, lack of regular maintenance and scant investment in physical infrastructure. The task of stabilizing and rebuilding Afghanistan is immense and requires the support of the donor community.

Activities performed under this Contract will complement and reinforce the activities and engineering expertise of USAID Office Infrastructure, Engineering and Energy (OIEE) staff. OIEE works in the following sectors:

A. Transportation (roads, rail and airports). These services will include but not be limited to, the design of transportation systems, primary and secondary roads and bridges. The primary focus has been roads, however; additional activities may include: airports and rail.

B. Vertical Structures (structural assessment, and design of schools, clinics, government centers and other buildings, including temporary space). These services will include but not be limited to, the structural assessment and design of education, health, judicial, general government facilities, agriculture, industrial parks and other structures as required.

C. Energy (generation, transmission, distribution and regulation). These services will include but not be limited to the design of multiple power networks from generation to distribution, and regulation, small scale systems, renewable energy systems and hybrid systems.

D. Water and Sanitation (urban and rural water supply systems, sanitation facilities, hygiene behavior change, and irrigation). These activities include, but are not limited to, the planning, assessment, design and training for water resource management, urban and rural water systems, drainage basins and irrigation systems, dams and storage reservoirs, flood control programs, domestic and industrial water supply, and the exploration and development of groundwater resources.

C.3 SCOPE OF WORK

This contract provides engineering and technical support so that the OIEE can continue to provide the Mission with needed engineering expertise in order to construct safe, long-life and energy efficient transportation, vertical structures, energy and water and sanitation infrastructure, and other related facilities in Afghanistan. It directly supports USAID strategic objectives relating to health, education, agriculture, economic growth, justice areas and infrastructure (i.e., vertical structures and energy). As a result of this contract, OIEE will have

immediate access to a team of full-time and short-term engineers based outside the USAID compound in Kabul and within the contractor's offices.

The Contractor shall be responsible for identifying, planning, designing and providing technical support and oversight of USAID infrastructure projects and related engineering activities, in accordance with the basic USAID Architect and Engineer (A&E) IQC contract statement of work

Required technical assistance spans the full range of expert engineering advice, and analytical and technical support to OIEE, USAID Provincial Reconstruction Teams (PRTs), and other USAID offices.

C.4 DETAILED WORK REQUIREMENTS

The Contractor shall, as directed by the COTR, provide the following duties and responsibilities:

- A. Planning Activities: Provide high quality engineering and technical assistance and guidance in the planning of new OIEE activities requested, including conceptualization, analysis and approval documentation including:
1. Preparation or review of designs and specifications for systems and equipment for facilities; statements of work (SOW) for associated services; cost estimates; requests for proposals; and invitations for bids;
 2. Preparation or review of training programs, especially in the areas of plant or equipment start-up, operation, maintenance, testing, acceptance, and logistics procedures and efficiency;
 3. Preparation, review, or assistance in development of statistical data on existing supply/demand and supply/demand forecasts. Development and interpretation for system usage data and forecasting future system requirements;
 4. Preparation or review of prefeasibility and feasibility studies, technical, financial and economic surveys, social soundness, management and financial analyses, organizational plans, and recommendations concerning technical and economic aspects of development;
 5. Ensure, with assistance of appropriate Mission staff as directed by the COTR, that environmental and sustainability issues are considered in program design and in keeping with Agency practices in accordance with USAID's environmental procedures or "Regulation 216" (Title 22, Code of Federal Regulations, Part 216; and
 6. Analysis of risks associated with natural disasters and the design of structures and services to appropriate building standards in order to better withstand such disasters; and analysis, evaluation and preparation of plans and procedures for maintenance and operations.
- B. Design Activities: Manage in a timely manner the preparation of detailed engineering designs, plans and cost estimates for assigned OIEE programs and activities, and ensure that they comply with appropriate national and international standards and reflect Agency best practices including:

1. Design of complex activities in support of OIEE;
 2. Provision of limited scope or short-term services involving preparation of preliminary or final drawings, sketches, changes and plans blueprints, aerial photographs and other topographical or geological data used to plan and review projects; and
 3. Analyze and evaluate designs, drawings, specifications, schedules and list of equipment requirements and inform and recommend USAID's position on assistance commitments for activities.
- C. Technical Support and Oversight: Provide project management oversight services for contracts/agreements in the sectors overseen. The Contractor will be responsible for providing guidance to contractors/grantees in accordance with the terms of the contract/agreement including:
1. Provide technical advice and support to personnel working on USAID programs that are related to infrastructure, such as PRTs personnel;
 2. Provision of technical advice to industrial and managerial personnel regarding design, and/or program modifications and structural repairs;
 3. Provide expert technical oversight to implementer staff, keeping OIEE, PRT, OSSD and CO informed of work progress;
 4. Provide technical support for procurement processes, including evaluation of others and contract modifications;
 5. Preparation or review of reports and recommendations as to general arrangements, viability and cost effectiveness of capital plan and processes; as to validity and economy of work plans; and for changes, additions, or revisions in project activities;
 6. Monitor adequacy and acceptability of delivered goods and services under approved activities including equipment installation, and training activities through field inspections, reviewing contractor reports and meeting project personnel and implementer representatives;
 7. Development of solutions to complex project and program architecture and engineering (A/E) issues unresolved by implementers;
 8. Provide construction inspection and surveillance services;
 9. Provide value engineering services;
 10. Provide technical assistance to the COTR in responding to proposed changes in OIEE's Contracts, SOWs, the validity of claims, and the reasonableness of contract time extensions;
 11. Provide appropriate technical assistance to the COTR in issuance and negotiations of change orders in accordance with procedures; and

12. Perform administrative responsibilities including but not limited to activities such as drafting project implementation letters, preparing action memoranda and reports, estimating expenditures, reviewing payment vouchers, responding to audits, assessing claims, writing Justification for Other than Full and Open Competition (JOFOC) and performing other related activities.

The Contractor shall be required to provide quality assurance (QA) services, as required.

D. Capacity Building

USAID/Afghanistan has a commitment to capacity development of Afghan organizations and individuals through their participation in USAID awards. As such, USAID/Afghanistan will include an evaluation factor which considers the proposed inclusion of Afghani staff as program staff and inclusion of Afghani organizations as subcontractors, as applicable. For multi-year contracts, this would include identifying an Afghani staff member who shall potentially play the Deputy Chief of Party (DCOP) and be trained to assume the Chief of Party position after the second or third year of program implementation, depending on circumstances.

E. Collaboration/Coordination with Appropriate Stakeholders

The Contractor shall collaborate and coordinate with appropriate stakeholders when directed by the COTR. Appropriate stakeholders include International Security Assistance Force (ISAF), U.S Military, key afghan ministries, provincial elected officials, Donors, NGOs, communities, and others as identified by requirements of the work.

C.5 DELIVERABLES

The following deliverables shall be provided by the Contractor:

- A. A *work plan* for the entire activity to be finalized within 60 days of Contract award. The work plan shall include items such as arrival dates, work activities, long- and medium-term postings and estimation of short-term level of effort (LOE). It shall also include a management structure, proposed schedule, work flow and overall program approach. The finalized work plan will become part of the contract as a modification to the contract.
- B. A *security plan* which needs to be reviewed and approved by the COTR. The security plan shall include personnel security and physical security for the contract.
- C. The Contractor shall hold *weekly meetings* with the COTR to discuss the weekly progress and resolve problems as required.
- D. The Contractor shall submit *quarterly progress reports* within 10 days from the end of the reporting period. Submission will follow the U.S. Government (USG) reporting periods which begins October 1. These reports shall summarize progress of the major activities during the period of performance indicating any problems encountered, and proposing remedial actions as appropriate. The contractor shall promptly notify the Contracting Officer (CO) and the COTR of any problems, delays, or adverse conditions, which materially impair the contractor's ability to meet the requirements of the Contract.
- E. The Contractor shall submit a *Performance Monitoring Plan* (PMP) within 90 days of the Contract award to the COTR approval. The PMP shall identify the start date of each activity and the estimated completion date. When applicable, milestones will be established for the

more complex activities. Each sub-activity should be identified with a specific activity under other the specific sector.

- F. The Contractor shall submit *annual work plans* that detail the work to be accomplished during the upcoming year. The 2nd year, 3rd year, 4th year and 5th year work plan will be finalized 60 days prior to the end of the current year according to the USG reporting schedule, which begins October 1st. These Annual Work plans may be revised on an occasional basis, as needed, to reflect changes on the ground and with the concurrence of the COTR.
- G. The Contractor shall submit an *annual report* of each fiscal year shall be a comprehensive annual report combining the activities of all four quarters (a separate fourth quarter report is not necessary) and providing an assessment towards achieving the annual objectives set forth in the annual work plans. This report is due 30 days after the end of the fiscal year.
- H. At the end of the contract the Contractor shall prepare a *final project report*. The final report will be drafted to allow for incremental improvements in the process, both generally within USAID and specifically with respect to this contract. The final report shall contain the following information:
 - 1. Specific objectives of the program;
 - 2. Activities undertaken to achieve program objectives;
 - 3. Results achieved by objective, including life-of-program reporting according to the performance monitoring plan;
 - 4. Cost of efforts by sector;
 - 5. Actions taken to leverage resources and to ensure the continuation and sustainability of program objectives and the effectiveness of these actions;
 - 6. Recommendations regarding unfinished work and/or program continuation; and
 - 7. Lessons learned over the course of the program and recommendations for other related programs.
- I. The Contractor shall prepare periodic success stories and other outreach materials that can be utilized by the Contractor and USAID.

C.6 SPECIAL REQUIREMENTS

A. Inherently Government Functions

The Contractor will work closely with USAID personnel. The Contractor is prohibited from performing inherently governmental functions as defined in FAR 7.5, Inherently Governmental Requirements.

B. Quality Assurance/ Quality Control (QA/QC)

The COTR for the program will be assisted by staff from a QA/QC Contractor. Technical staff will be hired by this Contractor for quality checks and quality assurance of the relevant sites implemented under this program as well as other USAID staff in monitoring and supervising progress and quality under the Program. The names of such staff and their roles will be provided to the Contractor in writing. The Contractor is required to cooperate fully with the QA/QC Contractor staff in the implementation of the program.

C. Security Plan

The contractor is required to ensure that adequate security is maintained to protect the safety of its personnel and the safety of subcontractors and associations working in Afghanistan throughout the life and implementation of the project.

Security for the Contractor's personnel and offices is the responsibility of the Contractor. The Contractor shall assess the security situation in Afghanistan, and particularly in the provinces targeted by the program, and institute appropriate measures. The Contractor is responsible for establishing a security protocol allowing completion of program obligations in this environment. If security factors are expected to disrupt implementation or to cause delay in attaining established targets, it is the Contractor's responsibility to immediately notify USAID.

The Contractor shall develop a security plan, including adequate requirements for protecting all contract personnel in the field and at the base of operations, contingency planning in case of emergency evacuation, as well a chain of command for communication and reporting instructions. The Contractor's security policies will be provided along with the security plan, including the handling of any detainees.

D. Preclusion from Certain Other USAID/Afghanistan Contracts

This contract calls for the Contractor to be responsible for identifying, planning, designing and providing technical support and oversight of USAID/Afghanistan infrastructure projects and related engineering activities. Required technical assistance spans the full range of expert engineering advice, and analytical and technical support to the USAID/Afghanistan Offices of Infrastructure, Engineering and Energy and Provincial Reconstruction Teams, and other USAID offices as required. It is critical to USAID/Afghanistan that such services be provided with complete impartiality and objectivity, uninfluenced by the possibility that the Contractor might in the near future compete for further USAID/Afghanistan contracts in which the Contractor may have provided development services under this contract.

It is understood and agreed that, by accepting this contract, the Contractor shall be ineligible to furnish, as a prime, subcontractor, or otherwise, under any new USAID/Afghanistan contract (with the exception of a successor activity to this contract), or contract modification which increases funding or extends the term of the contract, any infrastructure services (including architect and engineering, design, construction, and related activities) to USAID/Afghanistan for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID Competition Advocate shall have granted a prior waiver, based upon the Agency Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

C.7 WORK ORDERS

The work under this task order will be dictated by the work plan and work orders, issued by the COTR. The work order process is defined as follows:

- A. All work will be authorized by the COTR or the Alternate COTR (A/COTR).

- B. A work plan will be agreed to by USAID and the Contractor as specified in Section C.5 of this task order. The work plan will delineate broad programmatic support to ongoing OIEE activities and further delineate specific support needed on discrete tasks within those activities.
- C. The work plan will authorize staff to attend to basic administrative tasks through e-mail or verbal guidance by the COTR and A/COTR to the AESP Contractor's Chief of Party (COP) or to the COP's designate.

Administrative tasks will include, but are not be limited to, conducting site visits, review of plans and designs, logistical support for visits, drafting concepts, presentations, or correspondence, and providing technical analyses, so long as the task relates to energy, water, buildings, or roads and so long as the total level of effort (LOE) for each task is equal to or less than 18 business days.

- D. For activities where the COTR or A/COTR determines that the total LOE exceeds 18 business days, the following procedures are required:
 - (1) The requesting staff member will submit a Work Order (WO) Request to the COTR.
 - (2) The WO Request will include a brief description of the requirements including:
 - a) Background
 - b) Objective
 - c) Tasks
 - d) Deliverables
 - e) Timeframe
 - f) Proposed LOE and skill sets required
 - (3) After the COTR has approved the WO Request, it will be transmitted it to the Contractor's COP, or designate, to request concurrence or modification to the WO. With concurrence, the Contractor will include a budget for the effort. Modifications to the WO will take the form of a WO Proposal that includes all of the WO elements and any alterations proposed by the Contractor, including any implications to the budget.
 - (4) The WO Proposal will be agreed to by the COTR and OIEE Requestor prior to the initiation of work.
 - (5) It is the joint responsibility of the COTR and the Contractor to track the budget over the course of the year to ensure that WOs do not exceed sub-obligation budget authority.
 - (6) The WO shall be assigned a number and the COTR will maintain a tracking system to gauge workload and progress.
 - (7) Contractor vouchers are required to reference the specific WO for accounting purposes.
- E. In the event that Contractor receives a request from the COTR that it believes exceeds the threshold of 18 days LOE, it is the Contractor's responsibility to notify the COTR to request a WO.

C.8 PERFORMANCE MONITORING PLAN

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the Task Order's Contracting Officer's Technical Representative (COTR).

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 semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical 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.

D.2 BRANDING

The Contractor shall comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

D.3 BRANDING STRATEGY, IMPLEMENTAION PLAN AND MARKING PLAN

In accordance with ADS 320 “Branding and Marking” this task order incorporates USAID’s policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID identity. The Branding Strategy for the Global Architecture and Engineering IQC Contract is as follows. The Contractor provided a corresponding Branding Implementation Plan and Marking Plan at IQC award.

D.3.1 Branding Strategy

Program/Activity Name: Global Architecture and Engineering Infrastructure - Afghanistan Engineering Support Program

Positioning: All materials developed as a result of this activity will contain the following attribution statement:

“This project was made possible by the United States Agency for International Development and the generous support of the American People through USAID Global Architecture and Engineering IQC Contracts.”

Level of Visibility: All publications developed through this project, with the exception of research articles published in academic journals, will also display currently approved USAID Identity graphic and conform to other requirements of the USAID Graphic Standards Manual.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with the Global Architect-Engineer Infrastructure Services IQC, Section E.2 Inspection and Acceptance of Contract EDH-I-00-08-00027-00.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- (a) The estimated period of performance for this task order can be found in blocks 7 and 8 of the task order cover page.
- (b) Subject to the cost plus fixed fee amount of this task order, the Task Order Contracting Officer's Technical Representative (TO-COTR) may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the TO-COTR's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the TO-COTR's approval to the final voucher submitted for payment.
- (c) It is the contractor's responsibility to ensure that the TO-COTR-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order amount.
- (d) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Contracting Officer.

F.2 REPORTS AND DELIVERABLES

In addition to the requirements set forth for submission of reports in Sections I and J, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the TO-COTR. All reports and other deliverables shall be in the English language, unless otherwise specified by the COTR.

See Section C for full information and a definitive listing of deliverables. In addition to the requirements of these sections, all of the evaluation findings, conclusions, and recommendations shall be documented in the Final Report. All written deliverables shall also be submitted electronically to the TO-COTR. Bound/color printed deliverables may also be required, as directed by the TO-COTR.

F.3 WORKDAYS ORDERED

- (a) See Attachment 1 for the details of the level of effort ordered.
- (b) Subject to the ceiling price established in this delivery order and the prior written approval of the TO-COTR, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the TO-COTR's approval to the final voucher submitted for payment. Adjustments may only be within ceiling of the total workdays ordered.
- (c) It is the contractor's responsibility to ensure that the TO-COTR-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which

exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

F.4 DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Deborah Simms-Brown
Contracting Officer
U.S. Agency for International Development
Office of Acquisition & Assistance
Great Massoud Road
Kabul, Afghanistan

The Contracting Officer's Technical Representative COTR will be designated separately.

F.5 PLACE OF PERFORMANCE

The task order will be implemented throughout Afghanistan.

F.6 AUTHORIZED WORK DAY / WEEK

A six-day (6) workweek is authorized for the contractor's overseas personnel with no premium pay. No overtime or premium pay is authorized under this Task Order. Section H.3, "Personnel Compensation," of IQC EDH-I-00-08-00027-00 will apply.

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.2 TECHNICAL DIRECTION

The USAID Afghanistan Office of Infrastructure, Engineering and Energy shall provide technical oversight to the Contractor through the designated COTR. The contracting officer shall issue a letter appointing the COTR for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

The COTR must accept and approve deliverables before payment may be made.

G.4 INVOICES

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management. One copy of the voucher and the invoice shall also be submitted to the Contracting Officer and the COTR.

Electronic submission of invoices is encouraged. Submit invoices to the Office of Financial Management at this address: KabulAIDevouchers@usaid.gov.

The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

Paper Invoices shall be sent to the Paying Office identified in block 6 of the task order cover page.

If submitting invoices electronically, do not send a paper copy.

END OF SECTION G

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

The following positions are considered key positions that are critical to the work being performed under this task order:

- a) Chief of Party and Transportation Sector Lead –
- b) Senior Engineer Vertical Structures Sector Lead –
- c) Senior Engineer Energy Sector Lead –
- d) Senior Engineer Water Sector Lead –

Candidates for the positions above require USAID prior approval. Prior to replacing any incumbent, the Contractor will immediately notify both the CO and the COTR reasonably in advance, and will submit written justification (including proposed replacements) in sufficient detail to permit evaluation of the impact on the TO activities. No replacement of Key Personnel will be made by the Contractor without the written consent of the CO.

H.2 AUTHORIZED GEOGRAPHIC CODE

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

H.3 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.7 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

H.7 USAID DISABILITY POLICY – ACQUISITION (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.”

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 Reference Global Architecture and Engineering IQC EDH-I-00-08-00027-00

I.2 AIDAR 752.7028 DIFFERENTIALS AND ALLOWANCES (JUL 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract).

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall

consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended.

(See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the

convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

(j) Danger pay allowance. (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

SECTION J – ATTACHMENTS

J.1 WORKDAYS ORDERED (LEVEL OF EFFORT)