

SOLICITATION, OFFER AND AWARD 1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 750) PAGE 1 OF 85

2 CONTRACT NUMBER: 308-C-00-11-00512-00
 3 SOLICITATION NUMBER: RFP 308-09-0535
 4 TYPE OF SOLICITATION: SEALED BID (PFB) NEGOTIATED (RFP)
 5 DATE ISSUED:
 6 REGISTRATION/PURCHASE NUMBER: 308-MAARD-80378/11242

7 ISSUED BY: Office of Acquisition and Assistance, USAID/Afghanistan, APO AE 08908
 CODE:
 8 ADDRESS OFFER TO (if other than 7):

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

9. Sealed offers in original and copies for furnishings the supplies or services in the Schedule will be received at the place specified in Item 8, or if none entered, in the depository located in _____ with _____ local time _____.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
 A. NAME:
 B. TELEPHONE (IND COLLECT CALLS): AREA CODE NUMBER EXT:
 C. E-MAIL ADDRESS:

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OFFER (Must be fully completed by offeror)
 NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-10, Maximum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (80 calendar days unless a different period is indicated by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered of the set opposite each item, at _____ and at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.220-4): 10 CALENDAR DAYS (10) 20 CALENDAR DAYS (14) 30 CALENDAR DAYS (14) _____ CALENDAR DAYS (14)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR: CODE: 524VB FACILITY:
 International Relief and Development, Inc
 1821 North Kent Street
 Suite 400
 Arlington, VA 22209
 15B. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print):
 Dr. Arthur B. Keys
 President and CEO

16B. TELEPHONE NUMBER: AREA CODE NUMBER EXT: 703 2480161
 16C. CHECK IF RESISTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE:
 17 SIGNATURE: *Arthur B. Keys*
 18 OFFER DATE: 4/20/11

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEM(S): Technical/Price in its entirety dated 12-3-10
 20 AMOUNT: \$8,807,845
 21 ACCOUNTING AND APPROPRIATION ON: SEE ATTACHED (G.6)
 22 AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: 10 U.S.C. 2304 (c) 41 U.S.C. 203 (c)
 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM:
 24 ADMINISTERED BY (if other than Item 7): OAA, USAID/Afghanistan, Cafe' Compound, US Embassy, Great Massoud Road, Kabul, Afghanistan
 25 PAYMENT WILL BE MADE BY: Office of Financial Management, USAID/Afghanistan, Cafe' Compound, US Embassy, Great Massoud Road, Kabul, Afghanistan
 26 NAME OF CONTRACTING OFFICER (Type or print): MARCUS A. JOHNSON
 27 UNITED STATES OF AMERICA: *[Signature]*
 28 AWARD DATE: 4/20/2011

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other instruction's official written notice.
 AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

STANDARD FORM 33 (REV. 8-87)
 Prescribed by GSA - For (48 CFR) 53.214 (c)

PHOENIX OBLIGATION
 Amount: \$ 7,490,112.00
 APR 20 2011
 Requested By: *[Signature]* On: *[Signature]*
 Received By: *[Signature]* On: *[Signature]*
 Submitted By: *[Signature]* On: *[Signature]*

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of the Engineering, Quality Assurance and Logistical Support (EQUALS) program is to provide USAID Afghanistan with quality assurance and engineering support services specified in the scope of work found in Section C.

B.2 CONTRACT TYPE

This is a Time and Materials Contract utilizing fixed daily rates for U.S. Expatriates and reimbursement of actual salaries plus fixed multipliers applied to salaries for locally hired national professionals and other non-U.S. expatriates Third Country nationals (TCNs)). The contract will issue Job Orders (JOB ORDER) to undertake quality assurance and engineering support services. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F.5 in accordance with the performance standards specified herein.

B.3 TOTAL CONTRACT CEILING AND OBLIGATED AMOUNT

- (a) The total contract ceiling for this award is \$96,807,645.00.
- (b) The amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor for performance hereunder is [REDACTED]. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through July 15, 2011.

B.4 LABOR

(a) U.S. Expatriate Professionals – Fixed Daily Rates

Each job order shall cite the applicable fixed daily rates specified in the Table of Fixed Daily Rates in Section B.4(a)(1) below. Each fixed daily rate listed below is "loaded" and must only include the following:

- Salary cost or consulting fee of the individual providing the services;
- Payroll costs (fringe benefits, FICA, etc.);
- Indirect costs applicable to labor; and
- Profit or fee, if any.

Danger pay allowance, post differential, and other allowances are budgeted as direct costs, but are not and must not be included in the fixed daily rate. Fixed daily rates must include consideration of the contractor's established personnel policies and procedures, except what is covered as Other Direct Costs in B.5. Fixed Daily Rates must not include or be applied to costs covered as other direct costs in Section B.5, such as travel and transportation, local office, etc.

The fixed daily rates set forth below must be fixed for the contract period, and include subcontractors set forth in Section H.19. If a new subcontractor is proposed on other than a fixed-price basis, the fixed daily rates set forth below normally apply, and the new subcontract is subject to consent by the CO.

(1) Table of Fixed Daily Rates

Base Year

Fixed Daily Rates

0001 Civil Engineer

- 0001AA (Senior)
- 0001AB (Mid)
- 0001AC (Junior)

REDACTED



0002 Transport Engineer

- 0002AA (Senior)
- 0002AB (Mid)
- 0002AC (Junior)

0003 Water Resources Engineer

- 0003AA (Senior)
- 0003AB (Mid)
- 0003AC (Junior)

0004 Power Engineer

- 0004AA (Senior)
- 0004AB (Mid)
- 0004AC (Junior)

0005 Electrical Engineer

- 0005AA (Senior)
- 0005AB (Mid)
- 0005AC (Junior)

0006 Mechanical Engineer

- 0006AA (Senior)
- 0006AB (Mid)
- 0006AC (Junior)

0007 Hydropower Engineer

- 0007AA (Senior)
- 0007AB (Mid)
- 0007AC (Junior)

0008 Renewable Energy Engineer

- 0008AA (Senior)
- 0008AB (Mid)
- 0008AC (Junior)

0009 Structural Engineer

- 0009AA (Senior)
- 0009AB (Mid)
- 0009AC (Junior)

0010 IT/Database Manager

- 0010AA (Senior)
- 0010AB (Mid)
- 0010AC (Junior)

0011 Architect

- 0011AA (Senior)
- 0011AB (Mid)

0011AC (Junior)

0012 Economist

0012AA (Senior)

0012AB (Mid)

0012AC (Junior)

0013 Donor Coordinator

0013AA (Senior)

0013AB (Mid)

0013AC (Junior)

0014 Security Manager

0014AA (Senior)

0014AB (Mid)

0014AC (Junior)

0015 Scheduler/Planner

0015AA (Senior)

0015AB (Mid)

0015AC (Junior)

0016 Hydrogeologist/Hydrologist

0016AA (Senior)

0016AB (Mid)

0016AC (Junior)

0017 Legal/Regulatory Advisor

0017AA (Senior)

0017AB (Mid)

0017AC (Junior)

0018 Oil and Gas Advisor

0018AA (Senior)

0018AB (Mid)

0018AC (Junior)

0019 Institutional Development/Capacity Building

0019AA (Senior)

0019AB (Mid)

0019AC (Junior)

0020 Communications Outreach Manager

0020AA (Senior)

0020AB (Mid)

0020AC (Junior)

0021 Home Office Support

0021AA (Senior)

0021AB (Mid)

0021AC (Junior)

Option Year 1

Fixed Daily Rates

1001 Civil Engineer

1001AA (Senior)

1001AB (Mid)

1001AC (Junior)

1002 Transport Engineer

1002AA (Senior)

1002AB (Mid)

1002AC (Junior)

1003 Water Resources Engineer

1003AA (Senior)

1003AB (Mid)

1003AC (Junior)

1004 Power Engineer

1004AA (Senior)

1004AB (Mid)

1004AC (Junior)

1005 Electrical Engineer

1005AA (Senior)

1005AB (Mid)

1005AC (Junior)

1006 Mechanical Engineer

1006AA (Senior)

1006AB (Mid)

1006AC (Junior)

1007 Hydropower Engineer

1007AA (Senior)

1007AB (Mid)

1007AC (Junior)

1008 Renewable Energy Engineer

1008AA (Senior)

1008AB (Mid)

1008AC (Junior)

1009 Structural Engineer

1009AA (Senior)

1009AB (Mid)

1009AC (Junior)

1010 IT/Database Manager

1010AA (Senior)

1010AB (Mid)

1010AC (Junior)

1011 Architect

1011AA (Senior)

1011AB (Mid)

1011AC (Junior)

1012 Economist

1012AA (Senior)

1012AB (Mid)

1012AC (Junior)

1013 Donor Coordinator

1013AA (Senior)

1013AB (Mid)

1013AC (Junior)

1014 Security Manager

1014AA (Senior)

1014AB (Mid)

1014AC (Junior)

1015 Scheduler/Planner

1015AA (Senior)

1015AB (Mid)

1015AC (Junior)

1016 Hydrogeologist/Hydrologist

1016AA (Senior)

1016AB (Mid)

1016AC (Junior)

1017 Legal/Regulatory Advisor

1017AA (Senior)

1017AB (Mid)

1017AC (Junior)

1018 Oil and Gas Advisor

1018AA (Senior)

1018AB (Mid)

1018AC (Junior)

1019 Institutional Development/Capacity Building

1019AA (Senior)

1019AB (Mid)

1019AC (Junior)

1020 Communications Outreach Manager

1020AA (Senior)

1020AB (Mid)

1020AC (Junior)

1021 Home Office Support

1021AA (Senior)

1021AB (Mid)
1021AC (Junior)

Option Year 2

Fixed Daily Rates

2001 Civil Engineer

2001AA (Senior)
2001AB (Mid)
2001AC (Junior)

2002 Transport Engineer

2002AA (Senior)
2002AB (Mid)
2002AC (Junior)

2003 Water Resources Engineer

2003AA (Senior)
2003AB (Mid)
2003AC (Junior)

2004 Power Engineer

2004AA (Senior)
2004AB (Mid)
2004AC (Junior)

2005 Electrical Engineer

2005AA (Senior)
2005AB (Mid)
2005AC (Junior)

2006 Mechanical Engineer

2006AA (Senior)
2006AB (Mid)
2006AC (Junior)

2007 Hydropower Engineer

2007AA (Senior)
2007AB (Mid)
2007AC (Junior)

2008 Renewable Energy Engineer

2008AA (Senior)
2008AB (Mid)
2008AC (Junior)

2009 Structural Engineer

2009AA (Senior)
2009AB (Mid)
2009AC (Junior)

2010 IT/Database Manager

2010AA (Senior)
2010AB (Mid)
2010AC (Junior)

2011 Architect
2011AA (Senior)
2011AB (Mid)
2011AC (Junior)

2012 Economist
2012AA (Senior)
2012AB (Mid)
2012AC (Junior)

2013 Donor Coordinator
2013AA (Senior)
2013AB (Mid)
2013AC (Junior)

2014 Security Manager
2014AA (Senior)
2014AB (Mid)
2014AC (Junior)

2015 Scheduler/Planner
2015AA (Senior)
2015AB (Mid)
2015AC (Junior)

2016 Hydrogeologist/Hydrologist
2016AA (Senior)
2016AB (Mid)
2016AC (Junior)

2017 Legal/Regulatory Advisor
2017AA (Senior)
2017AB (Mid)
2017AC (Junior)

2018 Oil and Gas Advisor
2018AA (Senior)
2018AB (Mid)
2018AC (Junior)

2019 Institutional Development/Capacity Building
2019AA (Senior)
2019AB (Mid)
2019AC (Junior)

2020 Communications Outreach Manager
2020AA (Senior)
2020AB (Mid)

2020AC (Junior)

2021 Home Office Support

2021AA (Senior)

2021AB (Mid)

2021AC (Junior)

Option Year 3

Fixed Daily Rates

3001 Civil Engineer

3001AA (Senior)

3001AB (Mid)

3001AC (Junior)

3002 Transport Engineer

3002AA (Senior)

3002AB (Mid)

3002AC (Junior)

3003 Water Resources Engineer

3003AA (Senior)

3003AB (Mid)

3003AC (Junior)

3004 Power Engineer

3004AA (Senior)

3004AB (Mid)

3004AC (Junior)

3005 Electrical Engineer

3005AA (Senior)

3005AB (Mid)

3005AC (Junior)

3006 Mechanical Engineer

3006AA (Senior)

3006AB (Mid)

3006AC (Junior)

3007 Hydropower Engineer

3007AA (Senior)

3007AB (Mid)

3007AC (Junior)

3008 Renewable Energy Engineer

3008AA (Senior)

3008AB (Mid)

3008AC (Junior)

3009 Structural Engineer

3009AA (Senior)

3009AB (Mid)
3009AC (Junior)

3010 IT/Database Manager

3010AA (Senior)
3010AB (Mid)
3010AC (Junior)

3011 Architect

3011AA (Senior)
3011AB (Mid)
3011AC (Junior)

3012 Economist

3012AA (Senior)
3012AB (Mid)
3012AC (Junior)

3013 Donor Coordinator

3013AA (Senior)
3013AB (Mid)
3013AC (Junior)

3014 Security Manager

3014AA (Senior)
3014AB (Mid)
3014AC (Junior)

3015 Scheduler/Planner

3015AA (Senior)
3015AB (Mid)
3015AC (Junior)

3016 Hydrogeologist/Hydrologist

3016AA (Senior)
3016AB (Mid)
3016AC (Junior)

3017 Legal/Regulatory Advisor

3017AA (Senior)
3017AB (Mid)
3017AC (Junior)

3018 Oil and Gas Advisor

3018AA (Senior)
3018AB (Mid)
3018AC (Junior)

3019 Institutional Development/Capacity Building

3019AA (Senior)
3019AB (Mid)
3019AC (Junior)

3020 Communications Outreach Manager

- 3020AA (Senior)
- 3020AB (Mid)
- 3020AC (Junior)

3021 Home Office Support

- 3021AA (Senior)
- 3021AB (Mid)
- 3021AC (Junior)

Option Year 4

Fixed Daily Rates

4001 Civil Engineer

- 4001AA (Senior)
- 4001AB (Mid)
- 4001AC (Junior)

4002 Transport Engineer

- 4002AA (Senior)
- 4002AB (Mid)
- 4002AC (Junior)

4003 Water Resources Engineer

- 4003AA (Senior)
- 4003AB (Mid)
- 4003AC (Junior)

4004 Power Engineer

- 4004AA (Senior)
- 4004AB (Mid)
- 4004AC (Junior)

4005 Electrical Engineer

- 4005AA (Senior)
- 4005AB (Mid)
- 4005AC (Junior)

4006 Mechanical Engineer

- 4006AA (Senior)
- 4006AB (Mid)
- 4006AC (Junior)

4007 Hydropower Engineer

- 4007AA (Senior)
- 4007AB (Mid)
- 4007AC (Junior)

4008 Renewable Energy Engineer

- 4008AA (Senior)
- 4008AB (Mid)

4008AC (Junior)

4009 Structural Engineer

4009AA (Senior)

4009AB (Mid)

4009AC (Junior)

4010 IT/Database Manager

4010AA (Senior)

4010AB (Mid)

4010AC (Junior)

4011 Architect

4011AA (Senior)

4011AB (Mid)

4011AC (Junior)

4012 Economist

4012AA (Senior)

4012AB (Mid)

4012AC (Junior)

4013 Donor Coordinator

4013AA (Senior)

4013AB (Mid)

4013AC (Junior)

4014 Security Manager

4014AA (Senior)

4014AB (Mid)

4014AC (Junior)

4015 Scheduler/Planner

4015AA (Senior)

4015AB (Mid)

4015AC (Junior)

4016 Hydrogeologist/Hydrologist

4016AA (Senior)

4016AB (Mid)

4016AC (Junior)

4017 Legal/Regulatory Advisor

4017AA (Senior)

4017AB (Mid)

4017AC (Junior)

4018 Oil and Gas Advisor

4018AA (Senior)

4018AB (Mid)

4018AC (Junior)

4019 Institutional Development/Capacity Building

4019AA (Senior)

4019AB (Mid)

4019AC (Junior)

4020 Communications Outreach Manager

4020AA (Senior)

4020AB (Mid)

4020AC (Junior)

4021 Home Office Support

4021AA (Senior)

4021AB (Mid)

4021AC (Junior)

ENGINEERS (i.e., CIVIL/STRUCTURAL, TRANSPORT, WATER SUPPLY AND SANITATION, ELECTRICAL, MECHANICAL, HYDROPOWER, RENEWABLE ENERGY): Review construction plans for practicability, availability of materials, accessibility, and suitability of specifications. Work with contractors to ensure adherence to construction specifications and administrative requirements. Monitor materials testing to ensure that they meet standards and contract specifications. Anticipate problems that may impede construction implementation and recommend appropriate actions. Report deviations in the construction schedule. Analyze plans and/or assess completed facilities for structural and engineering integrity. While a professional engineering license is an advantage, it is not required except for those who will occupy the Team Lead, Senior level and Civil/Structural engineer positions.

INFORMATION TECHNOLOGY/DATABASE MANAGER: Responsible for the acquisition, analysis and dissemination of a wide range of information, including spatial information, to support the planning and implementation of infrastructure projects. Coordinates data collection and sharing of information with other donors, evaluates adequacy and accuracy of data sources, implements data quality control and security procedures, provides technical user support for all aspects of the database, and builds local capacity to upgrade and maintain the database.

ARCHITECT/PLANNER: Provides expert advice on the planning, design and implementation of new construction and/or rehabilitation and site improvements, and recommend effective course of action to achieve the project objectives within time, budget, regulatory and policy limitations, and in consideration of customer needs. Conducts periodic on-site observation of work during construction to monitor compliance with plans. May direct activities of Contractor staff engaged in preparing drawings and specification documents.

ECONOMIST: Plans, coordinates, and directs the full range of economic analyses required to evaluate and shape recommendations for policies and projects in the designated infrastructure sector (i.e., oil and gas, transportation, water, etc). Economic analyses will take into consideration market conditions, technological trends, risk impacts, cost and benefits of alternative proposals, economic quantification of risks and risk avoidance.

DONOR COORDINATOR: Facilitates communications and liaison among donors and the Afghan Government to ensure coordination of infrastructure development activities. This may entail managing and providing technical support to Working Groups or Technical Secretariats, scheduling meetings, coordinating meeting agenda, ensuring participation of donors and Government representatives, and disseminating information on donor activities.

SECURITY MANAGER: Conducts threat assessments, prepares security plans, implements security measures to ensure the safety of staff and program assets within the office, housing and during site visits. Responsible for raising staff awareness of security threats and provides the necessary training to prepare staff for eventualities. Oversees security personnel.

SCHEDULER/PLANNER: Reviews and monitors project schedules, tracking progress against the base schedule. Reviews recovery plans for practicability and advises of possible constraints.

HYDROGEOLOGIST/HYDROLOGIST: Collects, analyzes and interprets water data to support formulation of water management plans and policies. Evaluates proposed projects in the water sector to determine viability and soundness, and monitor implementation. Strengthen the capacity of Afghan Government staff in water resource planning and management.

LEGAL/REGULATORY ADVISOR: Examines legal and regulatory issues constraining the development of the assigned sector and recommends options to improve their effectiveness. Works with government and private sector to improve the investment climate and to remove barriers to private sector financing for infrastructure projects in the assigned sector. Should possess license to practice law.

OIL AND GAS ADVISOR: Reviews Afghanistan's oil and gas laws and regulations and advises on policies needed to promote sustainable development of the sector; assists the relevant Afghan Ministry in identifying and evaluating proposed projects, supervises data gathering, surveys, mapping and data analysis to inform decision and policy-making.

INSTITUTIONAL DEVELOPMENT/CAPACITY BUILDING ADVISOR: Conducts training needs assessments, develops technical assistance/training programs to address skills gaps, implements institutional development/capacity building programs, and monitors their impact.

COMMUNICATIONS OUTREACH MANAGER: Manages the development and implementation of a multi-media communications program to promote awareness of the infrastructure development efforts of the Government of the Islamic Republic of Afghanistan, the U.S. Government and other donors, and generates awareness of the contributions from the American people. Coordinates the communications program with USAID and its implementing partners to develop synergies in effectively communicating messages.

HOME OFFICE AND OTHER MANAGEMENT AND ADMINISTRATIVE SUPPORT: Provides routine management, administrative, secretarial, logistical and operations support as required by the contract.

(2) Labor Categories - Level of Qualification

In order to perform the services set forth in Section C., the Contractor must provide the education and experience levels (e.g., CVs/resumes, NOT salary/rate histories under biographical data sheets) as indicated below of the specific Functional Labor Categories listed above. The qualifications in the categories must correspond to the applicable fixed daily rates provided in Section B.4.(a)(1).

Level	Academic Degree*	Plus Minimum Years of Relevant Work Experience
Senior**	Ph.D.	13
	JD / ABD	13
	MS, MA, MBA BS,	13
	BA	15
Mid-level	Ph.D.	10
	JD / ABD	10
	MS, MA, MBA	10
	BS, BA	12
Junior	Ph.D.	3
	JD / ABD	3
	MS, MA, MBA	3
	BS, BA	5
	Less than Bachelor's	8

*Highest degree obtained should be related to work being performed.

** In addition to the requirements for the senior level positions, the program manager and team leaders must possess at least 15 years of relevant work experience and have a Professional Engineering (PE) license.

(b) Locally-Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170(a). Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) who are working in the United States or are legal residents of the United States at the time they are hired must be extended benefits and are subject to restrictions on the same basis as U.S. citizens who work in the United States. The U.S. fixed daily rates will be applied to TCNs and CCNs conforming to this regulatory provision.

Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007. Personnel Compensation, the full text of which is in section H. Salaries should be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education, work experience and recent relevant salary history as supported by biographical data sheets.

Multiplier

The multiplier in this contract should be applied to the negotiated unburdened daily salary of locally hired national personnel or other non-US expatriates only (TCNs).

The fixed multiplier for locally hired national personnel and other non-U.S. expatriates under this contract is:

Local Nationals:	Multiplier of	
Third Country Nationals:	Multiplier of	

The multiplier(s) set forth above are fixed for the contract periods and are applied to locally hired personnel and other non-US employees or consultants of the prime contractor.

The fixed multiplier includes the following:

- Holiday, Vacation, Sick Leave
- Other Fringe Benefits, such as Health and Life Insurance (for TCNs)
- Applicable Overhead
- Profit or fee, if any.

Danger pay allowance, post differential, and other allowances are budgeted as direct costs, but are not included in the multiplier. The multiplier includes consideration of the contractor's established personnel policies and procedures. The multiplier does not include or will be applied to costs covered as other direct costs in Section B.5, such as travel and transportation, local office, etc.

The fixed multiplier set forth above is fixed for the contracts period, and include subcontractors set forth in Section H.19. If a new subcontractor is proposed on other than a fixed-price basis, the fixed multiplier for categories of labor covered by this clause will be negotiated separately with the CO on case by case basis as part of the consent request.

B.5 OTHER DIRECT COSTS (MATERIALS)

(a) Other direct costs necessary for the performance of the work under job orders, such as travel and transportation, lodging and subsistence are authorized in this contract. Any cost elements included in the fixed daily rates must not be charged as another direct cost.

(b) The CO determines which other direct costs are allowable, allocable, and fair and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations). For those other direct costs the CO authorizes, contractors are allowed to recover applicable indirect costs on these costs, if doing so is part of the contractor's usual accounting procedures, consistent with the applicable cost principles, and are included in the contractor's Negotiated Indirect Cost Rate Agreement(NICRA).

(c) No profit or fee will be applied to other direct costs, in accordance with FAR 16.601.

B.6 INDIRECT COSTS (APPLICABLE TO ODCs)

For the Prime Contractor:

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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits	██████%	1/	Provisional	01-01-2010 – until amended
Overhead	██████%	2/	Provisional	01-01-2010 – until amended

Base of Application:

REDACTED

For Major Subcontractor(s):

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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
N/A		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

“Major Subcontractors” are those subcontractors whose proposed cost exceeds 20% of the offeror’s total proposed cost.

B.7 CEILING ON INDIRECT COSTS

For the Prime Contractor:

(1) Reimbursement for indirect costs shall be at the lower of the negotiated final rates or the following ceiling rates:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
TBD		1/	1/	1/

1/Base of Application:
Type of Rate: Predetermined
Period:

- (2) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

For the Major Subcontractor(s):

- (4) Reimbursement for indirect costs shall be at the lower of the negotiated final rates or the following ceiling rates:

Description	Rate	Base	Type	Period
N/A		1/	1/	1/

1/Base of Application:
Type of Rate: Predetermined
Period:

- (5) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (6) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

[END OF SECTION B]

SECTION C - SUPPLIES OR SERVICES AND PRICE/COSTS**C.1 INTRODUCTION**

The Engineering, Quality Assurance and Logistical Support Program (EQUALS) will provide a range of services to USAID/Afghanistan's Office of Infrastructure Engineering and Energy (OIEE). In addition, it will benefit several other USAID/Afghanistan offices that rely on infrastructure to accomplish their development objectives including Agriculture, Health, Democracy and Governance and Education. The Office of Infrastructure Engineering and Energy will have technical management responsibility for this contract.

C.2 BACKGROUND

Rehabilitating Afghanistan's infrastructure is a priority across several development sectors including transportation, agriculture, energy, health, and education. Afghanistan's limited human capacity across all components of engineering and construction fields, combined with a development incentive to maximize the utilization of local subcontractors, requires that explicit quality assurance, capacity building, and logistical support measures be in place.

The quality, cost-effectiveness and sustainability of USAID supported infrastructure projects in Afghanistan is a topic of intense scrutiny from the American media, Inspector General (IG), Government Accountability Office (GAO), and other stakeholders. Proper oversight and quality assurance of engineering projects requires the ability to travel to remote sites and requires specialized testing equipment and skills which go beyond USAID's in-house engineering capacity.

USAID's Office of Infrastructure, Engineering and Energy (OIEE) promotes infrastructure development in the following sectors:

- A. Transportation: design, construction and operation and maintenance of transportation systems, primarily national and provincial roads and bridges; additional activities may support airports and rail systems.
- B. Vertical Structures: structural assessment and design of schools, clinics, general government facilities, agriculture, industrial parks and other structures, including temporary space
- C. Energy: design and construction of multiple power networks from generation to distribution, and construction of community-based renewable energy systems. Projects focus on generation, transmission, distribution and regulation.
- D. Water and Sanitation: assessment, design and construction of multi-purpose dams, storage reservoirs, drainage basins and irrigation systems, urban and rural water systems, flood control systems, and domestic and industrial water supply; exploration and development of groundwater resources.

The contractor will provide a wide range of technical and logistical support, across the above four sectors, with principal focus on quality assurance services to help ensure that construction projects of USAID implementing partners meet prescribed standards and contract specifications. Currently, the Human Resources and Logistical Services program (HRLS) contracted to International Relief and Development (IRD) under contract number 306-M-00-06-005-05 is quality assurance monitoring of construction activities, and other engineering and logistical support. This contract was awarded on March 1, 2006, with an estimated completion date of February 28, 2011. The total estimated cost of the contract is \$70 million. The HRLS Program provides a broad range of technical and logistical support in the design, implementation and construction monitoring of its infrastructure projects in the roads, energy and building sectors. The built-in flexibility of the HRLS Program allows USAID to quickly respond to urgent and surge requirements for engineering and technical expertise necessary to support infrastructure development.

The HRLS Program currently provides:

- *Engineering Support* ranging from site identification, review of tender documents, design review, construction monitoring to help ensure that infrastructure projects are built to pre-established standards and approved designs, and building forensics to determine if building conditions are in accordance with U.S. or International standards.
- *Technical Assistance* designed to help Ministries establish sound policies and to strengthen government institutions to implement them; technical evaluation of project proposals at the Ministry of Mines and the Ministry of Energy and Water to enable these ministries to arrive at informed investment decisions.
- *Capacity Building* by embedding consultants at the Ministries to work with their local staff, and transfer technology in the process.
- *Information Management* through the development of a geospatial infrastructure database that provides vital information to the Government of the Islamic Republic of Afghanistan, USAID, and other donors for effective planning and monitoring of infrastructure projects.
- *Logistical Support* including security, transportation, conferences, training and office facilities in response to USAID request.
- *Public Outreach* through multi-media reporting on all aspects of infrastructure development in Afghanistan.

C.3 SCOPE OF WORK

The purpose of this Contract is to provide USAID's Afghanistan Office of Infrastructure, Engineering and Energy (OIEE) with an Afghanistan-based team to provide independent quality assurance for ongoing and planned construction, design and maintenance projects in the four infrastructure areas namely: transportation, vertical structures, energy and water and sanitation. OIEE will have technical management responsibility for this contract but the services provided will benefit a range of USAID/Afghanistan offices that rely on infrastructure to accomplish their development objectives including Agriculture, Health, Democracy and Governance and Education.

This Contract will complement and reinforce the activities and engineering expertise of the OIEE staff. The Contractor will provide a full range of long-term and quick response professional architect and engineering services, quality assurance services, and other logistical and technical support across all sectors (transport, vertical structures, energy, and water and sanitation) for USAID/Afghanistan infrastructure programs.

The Contractor will also be responsible for providing capacity building support to the key ministries involved in the energy, roads and water sectors. The primary objective is to strengthen the capacity of key ministries, directly by increasing the capacity of current government employees and indirectly by working with university staff and students to provide a more capable pool from which to hire staff. The secondary objective is to provide analytical support to the GIRoA in all matters dealing with transportation, vertical structures, energy, and water and sanitation. On the job training will be necessary with the experts, provided under this Contract, acting both as advisors and trainers. The Contractor will work with each ministry to design on-the-job training opportunities.

C.4 DETAILED WORK REQUIREMENTS

The Contractor will, when directed by the CO or the Contracting Officer's Technical Representative (COTR), provide services, which include, but are not limited to, the following services:

A. Quality Assurance Services

The Contractor will monitor the construction projects implemented by other contractors and grantees through site visits by qualified engineers. Monitoring will include ocular visual inspection of work at the site as well as inspection of the implementing partners' (IPs') testing facilities, procedures and results. The engineering monitors will check the IPs' work to ensure compliance with the approved Quality Control (QC) Plan, Quality Assurance (QA) Plan, and pre-determined technical standards and construction schedules.

QA tasks include but are not limited to the following:

1. **Regular Inspections:** The Contractor will conduct on-site inspections of projects. During the inspections, the Contractor will:
 - a. Verify and ensure that the quality of materials used meet contract specifications;
 - b. Verify the correctness of the quantities used;
 - c. Monitor sampling and testing procedures, including testing frequency, and report failed tests to concerned parties for corrective action;
 - d. Verify the quality of construction/installation work and ensure conformity to contract design plans, specifications and requirements;
 - e. Monitor progress of work against the approved construction schedule, report deviations and their causes, and recommend corrective actions;
 - f. Report on the safety conditions on project sites, contractor's facilities, and identify violations of safety regulations;
 - g. Monitor safety violations and follow-up on corrective actions; and
 - h. Verify security incident reports, weather problems and any other events that could affect construction schedule in a timely manner.
2. **Substantial Completion¹ Inspection:** Upon substantial completion of construction/rehabilitation activities, the Contractor with representatives from USAID and the relevant Ministry shall inspect the project and develop a punch list of items requiring remedial work before final inspection and acceptance.
3. **Punch List Verification Inspection.** When the IP informs the Contractor that the punch list activities are completed, the Contractor, together with representatives from USAID and the relevant Ministry will conduct an Inspection and Verification of Punch List activities. During the inspection, all parties will either determine if the Punch List items have been corrected or require additional work.
4. **Final Inspection and Acceptance:** After completion of all Punch List activities, the Contractor together with USAID and the relevant ministry representative will conduct a Final Inspection of all Project activities including the Punch List. If all parties are satisfied that the Punch List items have been completed, USAID and the GIROA sign the handover certificate.
5. **Final Warranty Inspection:** When there is a warranty period, the Contractor, together with USAID and the relevant Ministry will conduct a Final Warranty Inspection of the Project. Following this inspection, responsibility will then be transferred to the relevant Ministry.

B. Engineering Support and Technical Assistance:

Engineering Support and Technical Assistance tasks include, but are not limited to, the following:

1. Identification of sites, review of tender documents, design review;
2. Construction monitoring to help ensure that infrastructure projects are built to pre-established standards and approved designs;
3. Review bill of materials and all received materials/equipment to ensure they meet specifications;
4. Review operation and maintenance (O&M) protocols to ensure they are consistent with manufacturers' standards or international best practices;
5. Assess completed buildings and new buildings under construction for defects that could pose safety hazards;

¹ Substantial completion is defined as that performance of a [construction] contract which, while not full performance, is so nearly equivalent to what was bargained for that it would be unreasonable to deny the promise [contractor] the full contract price subject to the promisor's [owner's] right to recover whatever damages may have been occasioned . . . by the promisee's [contractor's] failure to render full performance."

6. Provide expert staff who will be placed in various ministries to address the current human capacity deficiency in many government agencies;
7. Provide technical assistance at Ministries to establish sound policies and to strengthen government institutions to implement them; assist technical evaluation of project proposals at various Ministries to enable these ministries to make informed investment decisions;
8. Provide staff and logistical support for training and capacity building programs in construction, quality control, and project design and management; and
9. Routinely inspect project sites to insure construction contractors are abiding by technical specifications and plans as specified in their contract.

C. Management, Security and Logistical Support:

Management, Security and Logistical Support tasks include, but are not limited to, the following:

1. Update and maintain the infrastructure database developed under the Human Resource and Logistical Support Program, and develop the capacity of appropriate agency(ies) to take over its operation and maintenance through training of staff and preparation of user's manuals, among others;
2. Provide security for the Contractor in Kabul and provincially-based operations including but not limited to: office, travel and field site security;
3. Conduct multi-media communications outreach activities to inform the public and other stakeholders about reconstruction efforts of the U.S. Government, other donors and the Afghan Government; and
4. Provide other logistical services as required by USAID including but not limited to international and domestic travel arrangements, shipment and procurement, and financial and administrative services. Provide travel arrangements for Afghan Government Officials attending conferences related to infrastructure that USAID deems important for these Officials to attend.
5. GeoBase reporting. GeoBase is an activity tracking database. The contractor shall ensure that the GeoBase database, or its successor, is updated regularly with accurate and current information to monitor development projects while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This database supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities. The Contractor shall enter information via an internet website. USAID will provide the URL address, and a user ID/password. The Contractor shall name one person as the primary point of contact for GeoBase, who will receive training from the USAID Database Manager to utilize the system. A comprehensive GeoBase user manual, which will be provided after award, provides detailed information on the required information and processes needed for managing GeoBase. Reports are due on the 10th day of every month.

C.5 QUALIFICATIONS OF KEY PERSONNEL

- A. **Project Manager (PM).** The PM shall, at a minimum, have a bachelor's degree in civil engineering, with 15 years' experience in design, construction and quality assurance of infrastructure projects and at least 10 years experience in developing countries. In addition the PM is required to have: at least 10 years experience in senior positions of project administration, contracting, or in the management and implementation of donor-funded projects. Demonstrated excellent written and oral communication skills. Direct experience working on projects in developing countries and experience working in conflict and/or post-conflict countries is highly desirable. The PM/COP's management responsibilities will include, as appropriate, coordinating activities with other USAID-supported programs and partners.
- B. **Transportation Team Leader (TTL).** The TTL must have BS degree in engineering from an accredited college or university. The candidate should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field. A Professional Engineering (P.E.) license or equivalent is required. The candidate must have the ability to express engineering and scientific judgment clearly and concisely in writing and orally. S/he must have a broad knowledge of managing complex projects in the US or overseas. The candidates should have 15 years of relevant work

experience, with at least 10 years of direct experience in engineering or the field of specialty. Direct experience working on projects in developing countries and experience working in conflict and/or post conflict countries is highly desirable.

- C. **Vertical Structures Team Leader (VSTL).** The VSTL must have a BS degree in engineering from an accredited college or university. The candidate should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field. A Professional Engineering (P.E.) license or equivalent is required. The candidate must have the ability to express engineering and scientific judgment clearly and concisely in writing and orally. S/he must have a broad knowledge of managing complex projects in the US or overseas. The candidates should have 15 years of relevant work experience, with at least 10 years of direct experience in engineering or the field of specialty. Direct experience working on projects in developing countries and experience working in conflict and/or post-conflict countries is highly desirable.
- D. **Energy Team Leader (ETL).** The ETL must have a BS degree or from an accredited college or university. The candidates should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field. A Professional Engineering (P.E.) license or equivalent is required. The candidate must have the ability to express engineering and scientific judgment clearly and concisely in writing and orally. S/he must have a broad knowledge of managing complex projects in the US or overseas. The candidates should have 15 years of relevant work experience, with at least 10 years of direct experience in engineering or the field of specialty. Direct experience working on projects in developing countries and experience working in conflict and/or post-conflict countries is highly desirable.
- E. **Water and Sanitation Team Leader (WTL).** The WTL must have a BS degree or equivalent from an accredited college or university in the appropriate branch of engineering. The candidates should hold advance degrees, extensive experience and knowledge in concepts, principles and practices in developing countries within the field of science or engineering field. A Professional Engineering (P.E.) license or equivalent is required. The candidate must have the ability to express engineering and scientific judgment clearly and concisely in writing and orally. S/he must have a broad knowledge of managing complex projects in the US and overseas. The candidates should have 15 years of relevant work experience, with at least 10 years of direct experience in engineering or the field of specialty. Direct experience working on projects in developing countries and experience working in conflict and/or post-conflict countries is highly desirable.

C.6 PROJECT MANAGEMENT

A. Job Orders

Job Orders will be issued for all quality assurance for ongoing and planned construction, design and maintenance projects in all infrastructure sectors and any related procurement of equipment, supplies and materials as required. The Job Order will be a letter or other written communications signed by the Contracting Officer. The Contracting Officer will have sole authority to issue Job. The Job Order will authorize the Contractor to proceed to implement the activity under **CLINS 0001 through 00XX**. A Job Order does not add funding to the contract.

Each Job Order will: I) be sequentially numbered; II) include a work description, benchmarks, detailed budget, and any consent to subcontract, if known; and III) include funding (full or incremental) for that effort or "Work."

The Contractor will submit a written request for the approval of a Job Order, thru the COTR to the Contracting Officer. In addition to a description of the work to be carried out, benchmarks, subcontractors (if known), and a detailed budget, the request should include, as applicable:

- Specific performance or quality standards
- Environmental review conclusions and recommended actions
- O&M issues and recommended actions; and/or

SECTION C

The USAID Contracting Officer may issue unilateral Job Orders based on the information received in an assessment or implementation plan with ceiling costs when deemed necessary to effect a rapid intervention. If the Contractor finds that it cannot proceed with a subcontract or purchase of goods/services as described in the approved Job Order for reasons beyond its control, the Contractor must seek and obtain written approval by the Contracting Officer with technical concurrence from the COTR. USAID shall not be liable for any costs incurred by the Contractor in excess of that contained in the Job Order.

[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 POLICY

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

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from May 5, 2009) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

EQUALS requires a program-specific Branding Implementation Plan (BIP) and Marking Plan (MP) to be implemented by the contractor. The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual.

Program Name: Engineering, Quality Assurance and Logistical Support (EQUALS)

Branding Strategy:

How the USAID logo will be positioned on materials and communications: All USAID logos on materials and communications produced under this contract will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other U.S. Government (USG) and non-USG entities, the names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo.

Desired level of visibility: All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this contract, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

SECTION D

Other organizations to be acknowledged: When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

See Section L.8 for specific instructions regarding the preparation of the Branding Implementation Plan and Marking Plan.

[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)	
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

E.2 INSPECTION AND ACCEPTANCE

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

USAID/Afghanistan
 U.S. Agency for International Development
 Café Compound
 U.S. Embassy
 Great Massoud Road
 Kabul, Afghanistan

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR, named in a separate designation letter, will be 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 ALTERNATE I	AUG 1989 (APR 1984)

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is one (1) base year with four (4) one-year options.

Base Year is from 18 April 2011 to 17 April 2012.

Option Year 1 is from 18 April 2012 to 17 April 2013.

Option Year 2 is from 18 April 2013 to 17 April 2014.

Option Year 3 is from 18 April 2014 to 17 April 2015.

Option Year 4 is from 18 April 2015 to 17 April 2016.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be performed throughout Afghanistan.

F.4 PERFORMANCE STANDARDS

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

F.5 REPORTS

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

1. Sector Reports

For construction work, additional deliverables may be submitted to the COTR and the respective USAID Team Leaders for specific sectors (transportation, vertical structures, energy, water and sanitation). Detailed deliverables and delivery dates will be specified in individual job orders. The following Sector Deliverables shall be provided by the Contractor:

- a) Semi-Monthly Inspection Reports: The Contractor shall submit semi-monthly reports describing the results of the regular inspections. The reports should describe the implementing partner's activities during the period, the

Contractor's findings with regard to the implementing partner's compliance with contract specifications and schedule, deviations from the contract, if any and recommended actions, and status of corrective actions taken to address deviations identified in previous reporting periods, materials, test results and progress of work.

- b) Substantial Completion Inspection Reports: The Contractor shall submit a report describing results of the Substantial Completion Inspection and Punch List of items requiring corrective actions no later than five days after the inspection.
- c) Punch List Verification Inspection Report: No later than five days after the inspection, the Contractor shall submit a report describing the status of corrective actions with regard to the Punch List items and modify the Punch List as necessary.
- d) Final Inspection Report: No later than five days after the final inspection, the Contractor shall submit a report to confirm completion of all Punch List activities.
- e) Final Warranty Inspection Report: Not later than five days after the final warranty inspection, the Contractor shall submit a report to confirm completion of all corrective actions on deficiencies identified during the warranty period. The warranty period shall cover a full year from the time of completion.

2. Quarterly/Annual Reports

- a) Progress Reports: The Contractor shall submit quarterly progress reports, and a combined quarterly/annual progress report, no more than 15 days after the end of the reporting period. These reports shall summarize progress of the major activities during the period of performance indicating any problems encountered that could have an adverse effect on budget, scheduling, quality of work and/or safety, and propose remedial actions as appropriate. The contractor shall promptly notify the Contractor 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.
- b) Financial Reports: The Contractor shall submit to the COTR, CO, and OFM brief Quarterly Expenditure Reports which will contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor will include a brief note to that effect, with the specific amount involved, thus enabling the COTR to accurately track the expenditure rate. These reports will be submitted approximately two weeks before the end of the quarter.

3. Work Plan

The Contractor will submit a Work Plan with an organizational chart no later than 60 days after contract award to the COTR. This plan will be subject to written approval by the COTR. The Work Plan will include the following: approach, staffing, mobilization, life support, logistics, cost control, QA/QC (internal), and reporting chain. The work plan should be established based upon the U.S. Government's fiscal calendar.

4. Monthly Meetings

The Contractor will hold monthly meetings with the COTR to discuss the monthly report and resolve problems as required. The quarterly report shall include the minutes of the monthly meetings and action taken on issues raised in the previous monthly meeting.

5. Performance Monitoring Plan (PMP)

The Contractor shall submit a PMP within 60 days of the contract award for approval by the COTR. The PMP will include the start date of each activity and the expected completion date. Milestones will be established on an activity

basis. The PMP will provide a tool for management to track the performance of the contractor. The PMP design should allow results to be tracked by Program Element. For example, if an indicator tracks quality assurance inspections, these must be able to be disaggregated by the corresponding Health, Education or other Program Element.

6. Security Plan

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 security measures. The Contractor is responsible for establishing a security plan allowing completion of contract objectives in a conflict environment. During contract performance 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 the COTR.

The Contractor shall develop a security plan within 60 days of contract award for approval by the COTR. The plan shall include: adequate requirements for protecting all contractor personnel in the field and USAID staff when appropriate, and at the base of operations, contingency planning in case of emergency evacuation, as well as chain of command for communication and reporting instructions. The Contractor's security policies shall be provided along with the security plan.

F.6 752.242-70 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.

F.7 LEVEL OF EFFORT

The contractor shall devote 49,626 person-days level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. The contractor may not exceed the level of effort without approval from the Contracting Officer.

The projected level of effort for this contract can be found in Section J, Attachment 7.

The Contract's ceiling price is based on the delivery of the "Total Level of Effort" specified above. The contract parties agree that there shall be no modification to the contract for variation within +/- 10% from the total person days for each type of labor (i.e., Long Term Expatriates, Short Term Expatriates, Home Office support, Long Term Local Nationals, and Third Country Nationals) and for the total Program specified above.

F.8 KEY PERSONNEL

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

Title	Name
Project Manager	[REDACTED]
Transportation Team Leader	[REDACTED]
Vertical Structures Team Leader	[REDACTED]
Energy Team Leader	[REDACTED]

Water and Sanitation Team Leader

(The above shall be specified and incorporated into the contract at time of award.)

(b) The key personnel specified in this contract 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 COTR 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 key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) 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. Information may be obtained from the Contracting Officer's Technical Representative (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two 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 DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution.

a. At the same time submission is made to the COTR, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

(i) Online (preferred):

<http://dec.usaid.gov/index.cfm>

(ii) Via U.S. Postal Service:

Document Acquisitions
Development Experience Clearinghouse (DEC)
U.S. Agency for International Development
M/CIO/KM, RRB M.01
Washington, DC 20523

(iii) E-mail: docSubmit@usaid.gov

(2) 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 DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(3) Format.

a. 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 USAID 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

SECTION F

clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

b. The report in paper form 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.

c. The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

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

e. The electronic document submission shall include the following descriptive information:

(i) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

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

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

[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 Contracting Officer's Technical Representative (COTR) 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	Amount Vouchered to date	Amount Vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	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/Afghanistan
Office of Acquisition and Assistance
Café Compound
U.S. Embassy
Great Massoud Road
Kabul, Afghanistan

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative, Jocelyn Daway from OIEE, for the EQUALS award has been designated by COTR Appointment Letter from the Contracting Officer.

US Agency for International Development
Office of Acquisition and Assistance
Café Compound
U.S. Embassy
Great Massoud Road
Kabul, Afghanistan

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 COTR 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 "Contracting Officer's Technical Representative" 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 COTR 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 COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (c) In the separately-issued COTR designation letter, the CO designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.
- (d) **Contractual Problems** - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the 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 is:

Office of Financial Management
USAID/Afghanistan
Café Compound
U.S. Embassy

Great Massoud Road
Kabul, Afghanistan

The preferred method of transmission of invoices is through electronic medium at the following address: kabulAIDvoucher@usaid.gov . Subject line shall read Award No. and name of firm *[to be filled in at time of award]*. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: 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 (OFM) at the paying office address noted above.

Financial Tracking and vouchering

It is likely that multiple resources of funds, e.g., supplemental funds, may be used to fund this contract. The contractor should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds.

G.6 ACCOUNTING AND APPROPRIATION DATA

MAARD: 306-MAARD-11242
Amount: (\$5,490,112.00)
Appropriation: (7210/111037-90)
Fund Code: (ES/2010/2011)
Program Area: (A17)
Program Element: (A069)
EOCC: (4100301)
CO Reference: (306-SOAG-306-05-0005.00--7)
CO Accounting Line #: 18

MAARD: 306-MAARD-11242
Amount: (\$2,000,000.00)
Appropriation: (728/131037-90)
Fund Code: (ES/2008/2009)
Program Area: (A17)
Program Element: (A071)
EOCC: (4100301)
CO Reference: (306-SOAG-306-05-0005.00--8)
CO Accounting Line #: 24

[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
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.7007	PERSONNEL COMPENSATION	JUL 2007

H.2 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel contemplated under this contract, provided that country clearance for individuals traveling outside the United States is obtained by the Contractor, in writing, from the COTR prior to their travel abroad, which must be within the terms of this contract, subject to availability of funds. This approval should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each country clearance obtained under this contract.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.4 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.usaid.gov/policy/ads/300/350maa.pdf>] or as approved by the CO.

H.5 INSURANCE AND SERVICES

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

<u>Primary Contact</u>	<u>Secondary Contact</u>
AON 199 Fremont St., Suite 1400 San Francisco, CA 94105 Regina Carter (415) 486-7554	AON 1120 20 th St., N.W., Suite 600 Washington, DC 20036 Ellen Rowan (202) 862-5306

In compliance with new Agency guidelines, Contractors shall submit a copy of DBA coverage for which contract performance is to occur outside of the United States. This document is to be provided prior to start of performance overseas.

H.6 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(Pursuant to class deviation OAA-DEV-2006-1c)

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.7 AUTHORIZED GEOGRAPHIC CODE

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

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

In accordance with the Cost Principles For Non-Profit Organizations (2 CFR 230, Appendix B.15 "Equipment and Other Capital Expenditures"), the Contractor shall obtain prior approval from the Contracting Officer for all equipment and capital expenditures, as defined in said Cost Principles.

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants shall have English, and Dari language proficiency, as needed, to perform contract requirements.

H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractors will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 “Small Business Subcontracting Plan” which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS (www.esrs.gov). The Contractor's subcontracting plan dated NA is hereby incorporated as a material part of this contract.

H.12 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/sub-awards issued under this contract/agreement.

H.13 REPORTING ON TAXATION OF U. S. FOREIGN ASSISTANCE

(a) Annual Report. The contractor must annually submit a report on or before April 16 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at USD500 or more financed with U.S. foreign assistance funds under this contract during the prior U.S. fiscal year, and the amount reimbursed by the foreign government. [Reports are required even if the contractor did not pay any taxes during the reporting period.]

(b) Terms. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements;
- (ii) "Commodity" means any material, article, supplies, goods, or equipment;
- (iii) "Foreign government" includes any foreign governmental entity;
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(c) Where. Submit the reports to:

Office of Financial Management
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
Email: KabulFinancialReport@usaid.gov

(d) Contents of Report. The reports must contain:

- (i) contractor/grantee name;
- (ii) contact name with phone, fax and email;
- (iii) agreement number(s) if reporting by agreement(s);

- (iv) amount of foreign taxes assessed for each foreign government.
- (v) amount of any foreign taxes reimbursed by each foreign government.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

H.14 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential 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.15 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 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://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(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.

H.16 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 of the USAID established rate for agencies without a certified SES performance appraisal system (AWCPAS) published at <http://www.opm.gov/oca/05tables/html/es.asp>, 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 the employee promptly to the point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase not more than 5% (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 USAID maximum SES established rate (AWCPAS), 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's Technical Representative; 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 USAID SES established rate (AWCPAS), whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(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 proposal 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 Cooperating Country associated with the work of this contract.

(h) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, dominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

(i) 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.17 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity

Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.18 ENVIRONMENTAL COMPLIANCE

The contractor shall comply with 22 CFR 216 requirements (www.usaid.gov/our_work/environment/compliance/index.html) and Afghan environmental laws and regulations.

H.19 CONSENT TO SUBCONTRACTS

In accordance with FAR contract clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal, which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name

Services to be Performed

(The above shall be specified and incorporated into the contract at time of award.)

H.20 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 consider the inclusion of Afghan staff as program staff and inclusion of Afghan organizations as subcontractors, as applicable. For multi-year contracts, this would include identifying an Afghan staff member who shall potentially play the Deputy Chief of Party (DCOP) after the second or third year of program implementation, depending on circumstances.

H.21 COORDINATION/ CONSULTATION WITH PARTNERS, COUNTERPARTS AND DONORS

The geographic spread of the program will cover the entire country. The Contractor will base its staff in Kabul and maintain two field offices in the provinces. Frequent air travel to the provinces for site trips is anticipated and the Contractor is expected to coordinate with local partners to rent vehicles and temporary accommodations for field trips. The Contractor shall keep PRT field offices and partners informed of activities. Field offices and air travel support costs from Balmoral or PRT Air services will be required to be included in the program costs. The Contractor shall also maintain close contact and coordination with other donors.

PRT teams in the field are available to provide guidance to the Contractor on community and local government relations, and will help to resolve community issues based on referrals from the Contractor.

H.22 GENDER ISSUES, RELIGIOUS AND CULTURAL CONSIDERATIONS

All activities need to take into consideration the traditions, religion, culture and history of Afghanistan that may be reflected in gender dynamics. Given the insecure and often conservative areas of PRT operation, the Contractor shall exercise caution with respect to cultural constraints, which will require innovative strategies to reach women and build upon their potential for creating greater stability and development. Design, implementation, monitoring and evaluation should be culturally sensitive, exhibit flexibility, and include gender-disaggregated baseline and monitoring data.

Based on the location and traditions of anticipated participants, activities may need to be gender-segregated to facilitate participation by women; facility design will need to ensure appropriate access and privacy for women; and any trips to other villages will need to include accompaniment of some women by a male family member. The inclusion of men as well as women must be considered in order to maintain both a culturally sensitive and practical balance in meeting needs of the population, as well as not create resentment or a backlash against women.

The Contractor is required to assure that the perception, attitudes and values of women in target areas are considered. Specific communication and awareness efforts shall focus on them to address their needs and any impact on families from women's participation. The Contractor shall pay attention to gender-based constraints and issues (e.g. participation in decision-making, access to and quality of employment, education, health, and other resources) related to interventions. Within its annual work plans, the Contractor shall analyze any specific gender issues and outline appropriate actions that will be taken to address them during implementation.

H.23 INHERENTLY GOVERNMENTAL FUNCTIONS

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

H.24 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTIONS ON USE OF INFORMATION

This contract calls for the Contractor to provide independent quality assurance for ongoing and planned construction, design and maintenance projects in all infrastructure areas throughout Afghanistan. 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.

In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor shall be ineligible to furnish, as a prime or subcontractor or otherwise, any infrastructure services (including architect and engineering, design, construction, and related activities) to USAID/Afghanistan for a period of 18 months after the last services are provided by the Contractor under this contract, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance with FAR 9.503) determining that preclusion of the Contractor would not be in the Government's interest.

In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the Contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order.

If the Contractor gains access to proprietary information of other company (ies) in performing services under this contract, the Contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains propriety, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide properly executed copy of all such agreements to the Contracting Officer.

[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	JUL 2004
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
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	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TEIR SUBCONTRACTS	JUL 2010
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.212-5	CONTRACT TERMS & CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS	MAR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997

	MODIFICATIONS	
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-29	T&M/LH PROPOSAL REQUIREMENTS – NON- COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007
52.217-2	CANCELLATION UNDER MULTYEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING	APR 2008
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	AUG 2009
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSON	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.223-18	CONTRACTING POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-8	TAXES- FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008

52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007
52.232-17	INTEREST	OCT 2008
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I (FEB 2002)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2001
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COST RATES	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR- HOURS	SEP 2000
52.244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE I (JAN 2007)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
	ALTERNATE IV (SEP 1996)	
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

NUMBER	TITLE	DATE
	AIDAR 48 CFR Chapter 7	
752.202-1	DEFINITIONS	
	ALTERNATE 70 – USAID DEFINITIONS CLAUSE- GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS	JAN 1990
	ALTERNATE 72 – USAID DEFINITIONS CLAUSE- SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	DEC 1986
752.204-2	SECURITY REQUIREMENTS	

752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH & ACCIDENT COVERAGE FOR USAID PARTICIPANTS TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor’s standards and procedures and other aspects of the Contractor’s business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual’s respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor’s principals and employees, and as appropriate, the Contractor’s agents and subcontractors.

(2) An internal control system.

(i) The Contractor’s internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor’s internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

L.3 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 from the completion date of the contract.

1.4 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 five years.

I.5 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE OF THE UNITED STATES (MAR 2008)

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received—
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

L.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

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

<http://www.usaid.gov/business/regulations/>

L.7 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages *[to be inserted at time of award]*, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “rights in Data – General” clause contained in this contract) in and to the technical data contained in the proposal dated *[to be inserted at time of award]* upon which this contract is based.

L.8 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS

Preface: to be inserted preceding the text of the FAR clause.

The term Government furnished property wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term

government property, wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY
 (Name of Contractor)
 As of (End of Contract Year), 20XX

	Motor Vehicles	Furniture & Furnishings		Other Non-Expendable Property
		Office	Living Quarters	
A. Value of Property as of Last Report				
B. Transactions During This Reporting Period				
1. Acquisitions (add):				
a. Purchased by Contractor 1/				
b. Transferred from USAID 2/				
c. Transferred from Others Without Reimbursement 3/				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID – Contractor Purchased				
c. Transferred to Other Government Agencies 3/				
d. Other Disposals 3/				
C. Value of Property as of Reporting Date				
D. Estimated Average Age of Contractor Held Property	Years	Years	Years	Years

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by USAID

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained on Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature _____

I.9 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

(a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally-financed procurements must be covered by source/ origin and nationality waivers as set forth in subpart F of 22 CFR part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.10 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996(Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.11 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
 - (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
 - (d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
 - (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
 - (e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for,

performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) of this clause.

L.12 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

L.13 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <http://www.usaid.gov/forms/>

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <http://www.usaid.gov/forms/>

ATTACHMENT 4 - GUIDANCE ON USAID-FUNDED COMMUNICATIONS PRODUCTS

ATTACHMENT 5 – CONTRACTOR/MAJOR SUBCONTRACTOR PERFORMANCE REPORT (SHORT FORM)

ATTACHMENT 6 - SUBCONTRACTING PLAN CONTRACT NUMBER 306-C-00-11-00512-00

ATTACHMENT 7 – PROJECTED LEVEL OF EFFORT

[END OF SECTION J]

**ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

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

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Cuba, Iraq, Iran, Laos, Libya, 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, People's Republic of China, 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.

306-09-0535

Attachments

ATTACHMENT 2
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

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

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

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

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

Signature of Employee	Date
-----------------------	------

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

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

Signature of Contractor's Representative	Date
--	------

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

ATTACHMENT 4

GUIDANCE FOR USAID-FUNDED COMMUNICATIONS PRODUCTS

1. GOAL:

The goal of this guidance is to ensure that USAID-funded communications materials are:

1. cost-effective;
 2. informative;
 3. targeted to a well-defined and specific audience;
 4. accompanied by a well-defined, thought out, and detailed distribution plan that can and will be executed;
- and,
5. reflective of USAID's mission: to promote sustainable development in the countries we assist.

In addition to the five points above, the communications material should fulfill a real, identified need and contribute directly to the accomplishment of the Agency's mission.

2. DEFINITION:

For the purpose of this guidance, communications products are defined as any printed material (other than non-color photocopy material), photographic services (including slide shows or other multi-media productions) or video production services meeting the criteria in section 3. Multi-volume or multi-sectional printed materials, videos or other communications products that are intended to be distributed together as one unit, package or group will be considered as one communications product for the purpose of this guidance.

3. COMMUNICATIONS MATERIALS AFFECTED BY THIS GUIDANCE:

Effective October 1, 1994, communications materials that meet either of the following two criteria (funding or audience) must be approved by the Assistant Administrator of the Bureau for Legislative and Public Affairs (AA/LPA) or her designee.

3a. FUNDING CRITERIA:

(1) All communications materials funded by operating expense account funds must be reviewed and approved by AA/LPA.

(2) Any communications materials funded by program account funds and costing over \$25,000 total. The \$25,000 cost threshold will be arrived at by looking at the sum total of the costs of preparation and execution of the communications material. For example, in the case of a publication, the cost will be the sum total of the research (directly related to the writing and production of the publication), writing and other editorial services (including any associated overhead costs), design, layout, and production costs.

3b. AUDIENCE CRITERIA:

(1) Any communications material that will be sent directly to or is likely to be seen by a Member of Congress or Congressional staffer requires approval. Of course, such requests should be coordinated with LPA under the general procedures governing Congressional communications.

(2) Any publication that will have a majority of the copies (over 50 percent) distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use) requires approval.

3c. EXAMPLES:

(1) A program-funded family planning calendar produced by USAID grantee and to be distributed to 200 USAID beneficiaries in India as part of the grantee's family planning efforts and costing less than \$25,000: NO APPROVAL REQUIRED.

(2) Same as 1 but distribution also includes 100 "family planning leaders" in the United States, 200 "family planning leaders" overseas, and 25 for distribution within USAID and costing less than \$25,000: NO APPROVAL REQUIRED.

(3) Same as 2 but 400 additional copies given to ANE for distribution to "family planning leaders" in U.S.: APPROVAL REQUIRED.

(4) Same as 1 and 2 but costing more than \$25,000: APPROVAL REQUIRED.

(5) A program-funded videotape setting forth lessons learned in an agricultural sector project in West Africa to be distributed to 150 colleges and universities in the United States regardless of cost. APPROVAL REQUIRED.

(5) An employee training manual produced by USAID with operating expense funds and for distribution within USAID regardless of cost: APPROVAL REQUIRED.

(6) An operating expense-funded or program-funded annual report to Congress that is required by law and will be distributed to both Congress and to interested people in the United States regardless of cost: APPROVAL REQUIRED.

3d. EXEMPT COMMUNICATIONS MATERIALS:

(1) Program-funded publications costing less than \$25,000 and specifically intended as design, evaluation and feasibility studies that are not intended for the general public.

(2) Program-funded publications costing less than \$25,000 and distributed solely overseas as part of the delivery of foreign assistance or as part of a mission's informational program in the host country.

4. REVIEW PROCESS:

Effective with the issuance of this guidance, all communications products meeting the criteria in section 3 of this guidance must be submitted for review and approval by USAID/LPA/MC. This process must be completed before any final planning or funding commitment on the communications materials can be given.

Required information and design standards for printed materials and video/photographic materials are attached as annexes to this guidance.

As always, LPA staff is available to assist bureaus and missions in the production of communications products.

5. CONTRACT AND GRANT DOCUMENTS REVIEW:

Agency personnel should be aware that this guidance applies to all affected communications materials produced through USAID- funded contracts and grants. Thus, USAID staff is urged to review current contracts and grants and to keep in mind for FY 1995-funded contracts and grants that these guidelines must be built into the agreements. Materials produced under omnibus contracts covering other services are subject to this guidance.

Please note that M Bureau will provide detailed guidance to contracting officers and other appropriate USAID personnel that will include a required separate line item and other standardized language incorporating these issues as a part of the contract or grant.

6. POINTS OF CONTACT:

Point of contact for this guidance is USAID/LPA/MC.STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring LPA approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications intended for a U.S. audience, including Congress:

A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.

B. Paper: For both cover and text, use the most cost- effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.

C. Photos: Black-and-white

D. Content: Emphasize results achieved toward sustainable development through USAID programs.

NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.

E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

III. Use of metric units of measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

VI. Publications produced through USAID-funded grants and contracts are subject to these standards.
STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require LPA approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical

report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material.

Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required:

A. A general description of the subject of the video.

B. The intended audience and a detailed distribution plan.

C. Whether OE or program funds will be used.

D. Budget breakdown to include costs for the following items:

- Pre-production: research, script, shooting schedule (where the video will be shot);

- Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and,

- Editing: how many hours, how much per hour, how much for graphics and titles.

E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

III. Videos produced through USAID-funded grants and contracts are subject to these standards.

NOTE: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program drafted.

ATTACHMENT 5

Contractor Performance Report (Short Form)

CONTRACTOR PERFORMANCE REPORT - SHORT FORM	
PART I: Contract Information (to be completed by Contracting Officer)	
1. Name of Contracting Entity:	
2. Contract Number:	
3. Contract Type:	
4. Contract Value (TEC):	
5. Description of Work/Services:	
6. Problems: (If problems encountered on this contract, explain corrective action taken)	
7. Contacts: (Name, Telephone Number and E-mail address)	
a. Contracting Officer:	
b. Other:	
8. Offeror:	
9. Information Provided in Response to RFP No. :	
PART II: Performance Assessment (to be completed by Agency)	
1. Quality of product or service. Comment:	
2. Cost control. Comment:	
3. Timeliness of performance. Comment:	
4. Customer satisfaction. Comment:	
5. Effectiveness of key personnel. Comment:	

Information Provided by:

Name:

Phone/Fax/Internet Address:

Information Collected by:

Name/Office:

Signature:

Date:

OMB No. 9000-0142

ATTACHMENT 6
SUBCONTRACTING PLAN CONTRACT NUMBER 306-C-00-11-00512-00



8 Subcontracting Plan

Small Business, Small Disadvantaged Business, Women-Owned, Hubzone, and Veteran-Owned Small Business Subcontracting Plan

Identification Data

Contractor:	INTERNATIONAL RELIEF & DEVELOPMENT, INC.
Address:	1621 N. Kent Street, Suite 400 Arlington, VA 22209
Solicitation or Contract Number:	RFP No. 168-09-003
Project Title:	Engineering, Quality Assurance, and Logistical Support
Total Amount of Contract (including options):	\$92,030,818
Period of Contract Performance (month & year):	May 2010 – April 2015

1. Type of Plan (Check One)

- Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

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

Please note that all activities under this contract are performed totally within Afghanistan. Therefore, it is not always possible to identify small and/or disadvantaged business concerns in accordance with the Small Business Act.

- A. Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan is: \$ [redacted] and [redacted] %.
- B. Total dollars planned to be subcontracted to small business concerns is: \$ [redacted] and [redacted] %*
(*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)

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- C. Total dollars planned to be subcontracted to veteran-owned small business concerns is: \$ [redacted] and [redacted]%* (*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)
- D. Total dollars planned to be subcontracted to service-disabled veteran owned small business concerns is: \$ [redacted] and [redacted]%* (*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)
- E. Total dollars planned to be subcontracted to HUBZone small business concerns is: \$ [redacted] and [redacted]%* (*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)
- F. Total dollars planned to be subcontracted to small disadvantaged business concerns is: \$ [redacted] and [redacted]%* (*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)
- G. Total dollars planned to be subcontracted to women-owned small business concerns is: \$ [redacted] and [redacted]%* (*Expressed as a percentage of all planned U.S. subcontracting as stated in 2.A. above.)
3. Description of all the products and/or services to be subcontracted under this contract and an identification of the types planned for subcontracting to: small business (SB), veteran-owned small business (VOSB), HUBZone small business (HUBZone), small disadvantaged business (SDB), and women-owned small business (W-OSB).

Name	SB	VOSB	HUBZone	SDB	W-OSB
Civil Engineering Services	x				x
IT/Database Services	x	x	x	x	

4. Description of the method used to develop the subcontracting goals for small, small disadvantaged, women-owned small business, HUBZone, and veteran-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, women-owned, HUBZone, and veteran-owned small businesses were determined including any source lists used in the determination process): IRD evaluated the overall objectives of the SERASI program and determined, after contacting several small businesses, that DI had the skills set needed to carry out the proposed activities.
5. Description of the method used to identify potential sources for solicitation purposes: IRD evaluated the statement of work and determined that it needed to sub-contract for services in monitoring and evaluation. IRD then selected the company most qualified, available, and suitable for IRD's needs.
6. Indirect costs [X] have been [] have not been included in the dollar and percentage subcontracting goals stated above. Indirect costs were allocated in accordance with the Negotiated Indirect Cost Rate Agreement (NICRA) that has been established with USAID.

Cost Proposal



7. Program Administrator

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

Name: [REDACTED]
Title: Chief Financial Officer
Address: IRD, 1621 N. Kent St. 4th Floor, Arlington, VA 22209
Telephone: 703-248-0161

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

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, women-owned small business, HUBZone, and veteran-owned small business concerns; assuring that small, small disadvantaged, women-owned, HUBZone, and veteran-owned small businesses;
- B. Developing and maintaining bidder lists of small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder lists;
- D. Ensuring that procurement packages are designed to permit the maximum possible participation of small, small disadvantaged, women-owned, HUBZone, and veteran-owned small businesses;
- E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, women-owned, HUBZone, and veteran-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist;
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc.;
- H. Ensuring small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;
- K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

Cost Proposal

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- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;
- M. Provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business for the purpose of obtaining a Subcontract.

8. Equitable Opportunity

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

A. Outreach efforts to obtain sources:

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

B. Internal efforts to guide and encourage purchasing personnel:

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

9. Flow-down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

10. Reporting and Cooperation

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

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Reporting Period	Report Due	Due Date
<u>Oct 1-Mar 31</u>	SF 294	<u>April 30</u>
<u>Apr 1 - Sep 30</u>	SF 294	<u>October 30</u>
<u>Oct 1-Mar 31</u>	SF 295	<u>April 30</u>

Addresses:

A. SF 294 and

- B. SF 295 to be submitted to:
Director
Office of Small and Disadvantaged Business Utilization/Minority Resource Center
U.S. Agency for International Development
Washington, DC 20523-7800

11. Record keeping

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

- A. Small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; (4) whether HUBZone small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not and (6) reasons for the failure of solicited small, small disadvantaged, women-owned, HUBZone, and veteran-owned small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and,
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required for company or division-wide commercials products plans.)
- G. Additional records: SBA's PRO-NET; information from the Procurement Automated Source System of the SBA; the National Minority Purchasing Council Vendor Information Service; and the Research and Information Division of the Minority Business Development Agency (Commerce).

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USAID RFP No 306-09-0635 Engineering, Quality Assurance and Logistical Support (EQUALS)
December 30, 2009

IRD

This subcontracting plan was submitted by:

Signature:

Arthur B. Keys, Jr.

Typed Name: Dr. Arthur B. Keys, Jr.
Title: President and CEO
Date Prepared: December 29, 2009
Phone Number: 703-248-0161

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**ATTACHMENT 7
PROJECTED LEVEL OF EFFORT**

Expatriate		Level	Year 1	Option 1	Option 2	Option 3	Option 4
Long Term							
Mgt. and Admin	Chief of Party*	Senior	286	286	286	286	312
	Deputy Chief of Party	Senior	286	286	0	0	0
	Human Resource Manager	Senior	286	286	286	0	0
	Finance and Admin Manager	Senior	286	286	286	286	286
	Security Manager	Senior	286	286	286	286	286
	IT/Data Base Manager	Senior	286	286	286	286	286
	Comm Outreach Manager	Mid	286	286	286	286	286
	Reports Coordinator	Mid	286	286	286	286	286
Transportation	Team Leader Transportation*	Senior	286	286	286	286	286
	Quality Assurance Engineer	Mid	286	286	286	286	286
	Instit Devt/Capacity Bldg Advisor	Mid	286	286	286	286	286
	Consultative Group Coordination	Senior	286	286	286	286	286
	Transport Engineer	Mid	143	286	286	286	286
Energy	Team Leader Energy*	Senior	286	286	286	286	286
	Hydropower Engineer	Senior	143	286	286	286	286
	Elect/Power Systems Engineer	Senior	286	286	286	286	286
	Quality Assurance Engineer	Mid	286	286	286	286	286
	Renewable Energy QA Engineer	Mid	143	286	286	286	286
	Gas/Oil Advisor to Ministry of Mines	Senior	286	286	286	286	286
Vertical Structures	Team Leader Vertical Structures*	Senior	286	286	286	286	286
	Architect/Planner	Mid	286	286	286	286	286
	Structural Engineer	Mid	286	286	286	286	286
	Quality Assurance Engineer	Mid	286	286	286	286	286
Water	Team Leader Water Supply and Sanitation*	Senior	286	286	286	286	286
	Civil Engineer (Water Supply and Sanitation)	Mid	214	286	286	0	0
	Quality Assurance Engineer	Mid	143	286	286	0	0
	Institutional Dev't Advisors	Mid	214	286	286	286	286
	Water Resources - Mid	Mid	214	286	286	286	286
TOTAL			7220	8008	7722	6864	6890
Short Term							
	Mechanical Engineer	Senior	78	0	78	0	0
	Scheduler/Planner	Senior	78	0	78	0	0
	Economist	Senior	52	52	0	0	0
	Hydrogeologist/Hydrologist	Senior	78	52	0	0	0
	Legal/Regulatory Advisor	Senior	156	52	52	0	0
	Design/Cost Engineer	Mid	52	26	26	0	0
	Other Consultants (i.e., Sanitary)	Senior	156	104	104	104	104
	Other Consultants (i.e., Energy Consultant)	Mid	156	104	104	104	104
TOTAL			806	442	442	208	208
Home Office Support							
	Program Manager	Mid	286	286	286	286	286
	Administrative Assistant	Junior	286	286	286	286	286
TOTAL			572	572	572	572	572

* These positions have been identified as Key Personnel.

Local National	Level	Year 1	Option 1	Option 2	Option 3	Option 4
Long Term						
Deputy Chief of Party	Senior	0	0	312	312	312
Administrative Officer	Senior	312	312	312	312	312
Human Resource Officer	Senior	312	312	312	312	312
Human Resources Staff	Mid	312	312	312	312	312
Finance Officer	Senior	312	312	312	312	312
Accountants	Mid	1,248	1,248	1,248	1,248	1,248
Communications Outreach	Senior	936	936	936	936	936
Communications Outreach	Mid	936	936	936	936	936
Logistics Officer	Senior	312	312	312	312	312
Logistics Staff	Junior	312	312	312	312	312
IT Data Base Officer	Senior	312	312	312	312	312
GIS Specialists	Mid	624	624	624	624	624
Data Officers/Admin	Junior	1,248	1,248	1,248	1,248	1,248
Area Managers	Senior	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Roads	Senior	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Roads	Mid	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Power including Ren Energy	Senior	624	1,248	1,248	1,248	1,248
Q/A Monitors - Power including Ren Energy	Mid	1,248	2,496	2,496	2,496	2,496
Q/A Monitors - Vertical Structures	Senior	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Vertical Structures	Mid	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Vertical Structures	Junior	1,248	1,248	1,248	1,248	1,248
BFTF Project Coordinators	Senior	1,248	1,248	1,248	1,248	1,248
Q/A Monitors - Water	Senior	1,248	1,248	1,248	0	0
Q/A Monitors - Water	Mid	1,872	1,872	1,872	0	0
Scheduler/Planner	Senior	312	312	312	312	0
Architects	Senior	312	312	312	312	312
Cost Engineers	Senior	624	624	624	624	624
Transport Engineers	Senior	624	624	624	624	624
Capacity Building Staff	Senior	624	624	624	624	1,248
Auto CAD Engineers	Senior	624	624	624	624	624
Gas/Oil Engineers/Advisors	Senior	312	312	312	312	312
Water Resources Engineers	Senior	312	312	312	312	312
Field Office Administrators	Mid	312	312	312	252	252
Travel Facilitator	Mid	312	312	312	252	252
Travel Assistant	Junior	312	312	312	312	312
Admin Assts Kabul & Field Office	Senior	936	1,872	1,872	1,872	1,872
Admin Staff	Mid	936	1,872	1,872	1,872	1,872
Interpreters	Senior	312	624	624	624	624
Drivers	Senior	3,744	3,744	3,744	3,744	3,744
Security Personnel	Senior	936	936	936	936	936
Security Personnel	Mid	1,872	1,872	1,872	1,872	1,872
Security Personnel	Junior	6,240	6,240	6,240	6,240	6,240
Cleaners/Gatekeepers/Utility Staff		1,872	3,744	3,744	3,744	3,744
TOTAL		40,560	44,616	44,928	41,808	42,120

Short Term							
	Local Consultants	Senior	156	156	156	156	18
	Local Staff	Mid	156	156	156	156	18
	Local Staff	Junior	156	156	156	156	18
	TOTAL		468	468	468	468	54
	LOE DAYS	GRAND TOTAL	49,626	46,906	54,132	49,920	49,844