

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1 SOLICITATION NO. RFP M-OAA-11-SPECOBS-000	2 TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10/29/2010	4. PAGE OF PAGES 1 of 76
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4 CONTRACT NO. 306-C-00-11-00506-00	5 REQUISITION/PURCHASE REQUEST NO. 306-MAARD-11029 & Amendment 1	6 PROJECT NO. SOAG No. 306-005
7 ISSUED BY Contracting Officer Office of Acquisition & Assistance U.S. Agency for International Development M/OAA/OD, SA-44 Rm. 868-I 1300 Pennsylvania Avenue, NW Washington, DC 20523	8 ADDRESS OFFER TO Same as Item 7	
9. FOR INFORMATION CALL:	A. NAME [Redacted] and [Redacted]	B. TELEPHONE NO (include area code) (NO COLLECT CALLS) [Redacted]

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

This contract will support US Agency for International Development (USAID), Afghanistan Mission's Kandahar Power Initiative (KPI). Please refer to SECTIONS B, C, and F for more details.

PHOENIX OBLIGATION *Commitment*

Amount: [Redacted]

Reviewed By: *[Signature]* On *11/11/10*

Submitted By: *[Signature]* On *11/11/10*

Document Type: *SO*

11. The Contractor shall begin performance within fifteen calendar days and complete it within 103 1 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B) 12B. CALENDAR DAYS

YES NO

13. ADDITIONAL SOLICITATION REQUIREMENTS

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by November 18, 2010, 12:00 (Washington D Time). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected

TABLE OF CONTENTS

PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	4
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES	8
SECTION D – PACKAGING AND MARKING	30
SECTION E – INSPECTION AND ACCEPTANCE	32
SECTION F – DELIVERIES OR PERFORMANCE	35
SECTION G – CONTRACT ADMINISTRATION DATA	44
SECTION H – SPECIAL CONTRACT REQUIREMENTS	49
PART II: CONTRACT CLAUSES	62
SECTION I – CONTRACT CLAUSES	62
PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	76
SECTION J – LIST OF ATTACHMENTS	76

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Government (USG) through the US Agency for International Development (USAID), Afghanistan Mission intends to support the Kandahar Power Initiative (KPI), which is a critical component of the U.S. government's Counterinsurgency (COIN) strategy in Southern Afghanistan. This project will be part of a larger program to improve South-East Power System (SEPS) and connect it with other electrical grids in Afghanistan.

B.2 CONTRACT TYPE

This is Cost-Plus-Fixed-Fee (CPFF) reimbursement completion type contract. For the consideration set forth below, the Contractor shall provide the performance requirements described in Section C and the deliverables or outputs described in Section F. A/E services will be a substantial part of this contract.

B.3 ESTIMATED COST, FEE, AND OBLIGATED AMOUNT

(a) The Total Estimated Cost-Plus-Fixed-Fee (CPFF) for this contract is \$266,017,820.00. The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is [REDACTED]. The fixed fee is [REDACTED].

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

(1) If the Contracting Officer determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work the Contractor has completed, then the Contracting Officer may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) Because the clauses entitled "Allowable Cost and Payment, Alt I" (FAR 52.216-7) and "Fixed Fee-Construction" (FAR 52.216-9) are incorporated into this contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty five percent (85%) of the total fixed fee.

(c) Funds obligated hereunder are anticipated to be sufficient through o/a February 15, 2011.

B.5 INDIRECT COSTS (DEC 1997)

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

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits		1/	1/	1/
General Office Overhead Rate		2/	2/	2/
Field Office Overhead Rate		3/	3/	3/
G&A Rate		4/	4/	4/
BVCOR		5/	5/	5/

1/Base of Application: Total (direct and indirect) labor worked
 Type of Rate: Provisional
 Period: Award Date until Amended

2/Base of Application: Direct Labor (plus associated allocated fringe) to General Office pool.
 Type of Rate: Provisional
 Period: Award Date until Amended

3/Base of Application: Direct Labor (plus associated allocated fringe) to Field Office.
 Type of Rate: Provisional
 Period: Award Date until Amended

4/Base of Application: Total Cost input
 Type of Rate: Provisional
 Period: Award Date until Amended

5/Base of Application: Total Black & Veatch Corporation Direct labor
 Type of Rate: Provisional
 Period: Award Date until Amended

B.6 ADVANCE UNDERSTANDINGS ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

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

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Rate		1/	1/	1/
General Office Overhead Rate		2/	2/	2/
Field Office Overhead Rate		3/	3/	3/
G&A Rate		4/	4/	4/
BVCOR		5/	5/	5/

B.4 BUDGET LINE ITEMS

<u>CLIN No.</u>	<u>Sub-CLIN No.</u>	<u>CLIN Description</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>		
1		Improve Kandahar Power Distribution System	[REDACTED]	[REDACTED]		
	1	Renovate the Kandahar Breshna Substation				
	2	Refurbish and expand the Kandahar City Medium Voltage and Low Voltage Distribution System				
	3	Construct new Kandahar East Substation				
	4	Construct a transmission line b/w the Kandahar Breshna Substation and the new Kandahar East Substation				
	5	Replacement of 14 Diesel Generators at the Breshna Substation				
2		Rebuild Durai Junction Substation				
	1	Rebuild Durai Junction Station				
	2	Procure equipment for additional substations				
3		Regional Camp and Program Management				
4		Transportation, Installation, Operation and Maintenance of Kandahar Industrial Park Diesel Power Plant				
5		Rebuild the Kajaki Dam Substation and Local Distribution System				
6		Installation and commission Kajaki Unit 2*				
	1	Perform inventory assessment of GFE				
	2	Repair GFE, provide missing and additional new equipment for completing Unit 2 installation				
	3	Install and commission Kajaki Unit 2				
Total Estimated Cost					\$	
Total Fee						
Total Estimated Cost Plus Fixed Fee						\$266,017,820.00

The estimated cost of CLIN 6 is provided as a plug figure; Contractor is authorized to start performing on sub-CLIN 6.1 upon Contract award. Performance under Sub-CLINs 6.2 and 6.3 will require prior written approval of the Contracting Officer.

1/Base of Application: Total (direct and indirect) labor worked
Type of Rate: Ceiling
Period: Term of Award

2/Base of Application: Direct Labor (plus associated allocated fringe) to General Office pool.
Type of Rate: Ceiling
Period: Term of Award

3/Base of Application: Direct Labor (plus associated allocated fringe) to Field Office.
Type of Rate: Ceiling
Period: Term of Award

4/Base of Application: Total Cost input
Type of Rate: Ceiling
Period: Term of Award

5/Base of Application: Total Black & Veatch Corporation Direct labor Direct labor
Type of Rate: Ceiling
Period: Term of Award

- (b) 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 to the lower rates.
- (c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.7 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Alt. I, Allowable Cost and Payment, FAR 52.216-9, Fixed Fee - Construction, if applicable, and AIDAR 752.7003, Documentation for Payment.

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES KANDAHAR POWER INITIATIVE (KPI)

C.1 PURPOSE

The purpose of this contract is to increase the supply, quantity, and distribution of electrical power from Afghanistan's South East Power System (SEPS). Particular emphasis is given to the City of Kandahar. The contract shall support the Kandahar Power Initiative (KPI), which is a critical component of the U.S. government's Counterinsurgency (COIN) strategy in Southern Afghanistan. This project is part of a larger program to improve SEPS and connect it with other electrical grids in Afghanistan.

C.2 BACKGROUND

C.2.1 South East Power System (SEPS)

A reliable sustainable electric power distribution system in Kandahar city is an important objective of the Government of the Islamic Republic of Afghanistan (GIROA). This will fuel economic growth which is not possible currently as the City has an electrical supply shortfall of 20-25MW for its 450,000 residents. Kandahar is the second largest city in Afghanistan and a center for education, healthcare, manufacturing, and transportation in Southern Afghanistan.

SEPS is a significant source of electricity in Southern Afghanistan serving 380,000 of the 1.7 million people residing in the region. Diesel generator sets and the Kajaki Hydro Power Plant (HPP) provide the majority of the generation in the system. The SEPS transmission system operates at 110kV, medium distribution at 20kV, and low voltage distribution at 400V. The largest power demand within SEPS is Kandahar City.

The Kajaki HPP was the first significant generation source installed in SEPS. It came online in the mid 1970s. Its power arrives in Kandahar City via one 25 MVA transformer located at the Kandahar Breshna Substation. In 2003, USAID began rehabilitation of the Kajaki HPP. Today, it provides about 12 MW of power for Kandahar City {refer to paragraph C.2.2 for more background on the Kajaki HPP}.

To supplement generation for Kandahar City during the Kajakai HPP rehabilitation, USAID facilitated the installation of 14 (fourteen) diesel generators at the Breshna Substation. In 2008, five (5) additional diesel generators owned by Da Afghanistan Breshna Mosessa (DABM) were installed alongside the 14 existing units. This was done to increase generation capacity because the rehabilitation efforts at Kajaki HPP had been prolonged due to continued insurgent activities.

The 19 diesel generators have a total generating capacity of 14 MW. Some of these generators are nearing the end of their useful lives despite continuing maintenance funded by USAID.

C.2.2 Kajaki Hydro Power Plant

In 1975, USAID installed and commissioned two 16.5 MW hydroelectric turbine generating units in the Kajakai Hydro Power Plant. The powerhouse was designed as a three unit plant with installation of Units 1 and 3 (16.5 MW each) and a vacant unimproved "skeleton" bay for the future erection of Unit 2. USAID has completed the rehabilitation of the Units 1 and 3 in 2009 with the exception of controls, switchgear, metering, and protection.

A subcontract was awarded to China Machine-Building International Corporation (CMIC), in January 2005 by LBG/B&V for the design, manufacturing and erection of an 18.5 MW hydroelectric turbine generator to be installed as Unit 2 at Kajakai Powerhouse. CMIC subcontract also included supply and installation of remaining control, switchgear, metering, and protection systems for units 1 and 3 not provided with unit rehabilitation. CMIC subcontract also included supply and installation of certain upgrade and replacement of power house common equipment, required because of additional power output of the station with the installation of Unit 2. The components were manufactured by various manufacturers and delivered by CMIC to Afghanistan.

Delivery of components began in the summer of 2006 and ended in March 2009. Delivery was difficult due to the non permissive environment created by anti government elements along the transport route. Some components were airlifted to the site; many of the large components were delivered by convoy in September 2008. Due to lack of warehouse space at Kajakai Hydropower Plant, the Unit 2 components as well as other CMIC equipment supply are in storage under tarpaulins and inside of shipping containers. These have been stored this way since their delivery. Initial site preparation and civil work for the installation of Unit 2 started March 2008 with a small construction crew from CMIC. In November 2008 CMIC employees withdrew from the Kajakai work site due to security concerns, without performing any significant installation.

C.3 SCOPE OF WORK

This contract contains six (6) integrated components, as further described in this section, which together will improve the sustainability and reliability of SEPS. The Contractor shall provide all engineering, procurement, construction, and other material, equipment and/or services necessary to complete and successfully commission each of the six components in accordance with the requirements of this contract. See Section F.4 for the Deliverables timeline.

The contractor shall develop appropriate engineering design and construction methodologies, designs, and specifications, and be responsible for procurement, construction, quality control, testing and commissioning, and to provide relevant guarantees for the work done. The Contractor shall additionally provide an assessment of the capability of the DABS personnel to operate and maintain the equipment provided to Kandahar, including the maintenance of spare parts inventory, and recommend additional training required.

C.3.1 Components

C.3.1.1 COMPONENT 1: IMPROVE KANDAHAR POWER DISTRIBUTION SYSTEM

Objective

Upgrade the level of electrical service to existing customers and provide access to others in the Kandahar City Area. This is to be achieved through increased power supply, reliability, and access to the residents of Kandahar city.

The contractor shall provide engineering, procurement, and construction activities culminating in the successful commissioning of the following five (5) subcomponents. Refer to Attachment 1, "Diagram D-1 Kandahar Power Distribution" for clarification.

Subcomponent 1: Renovate Kandahar Breshna Substation.

Tasks

- i. Complete renovation of the Kandahar Breshna Substation while maintaining existing service for customers served by the substation.
- ii. Increase capacity and reliability of the substation to provide 80 MVA of capacity. Renovated substation will utilize four (4) new 20 MVA transformers.
- iii. Renovate the substation utilizing breaker and a half configuration.
- iv. Optimize the existing feeder configuration of three (3) incoming feeders (110KV line from Kajakai HPP and two 20KV feeders from the existing diesel generation) and twelve (12) outgoing 20KV feeders (Seven active and five spare). A total of fourteen (14) 20KV feeders shall be required, and thus 4 switchgear lineups shall be utilized. One additional outgoing feeder shall be installed at 110KV to provide the connection for the 110KV transmission line included in Subcomponent 4. The optimization shall occur as the concurrent review of the distribution system design proceeds. In order to minimize outage times that may be necessary if existing switchgear is replaced, the Contractor shall consider installing new switchgear at a different location on site, providing duplicative controls and metering.
- v. Renovate the switchyard including at a minimum; new surge arrestors, capacitance voltage transformers, SF6 circuit breakers, lightning arrestors, disconnect switches, voltage transformers, current transformers, auxiliary transformer, site fencing, and site lighting.
- vi. Renovate the medium voltage switchgear (20KV) on incoming feeders and outgoing feeders including at a minimum the following new items; circuit breakers, current transformers, ampere meters, voltage meters, power factor meters, energy meters, lightning arrestors, voltage transformers, and relays.
- vii. Renovate the Control Room to include at a minimum; updated control and measuring panels. Panels shall include at a minimum high voltage control, protection, metering, and communication equipment, as well as AC and DC battery system necessary to support the substation operation. Monitoring of voltage meters, power factor meters, energy meters, and ampere meters for all feeders shall be available in the Control Room.

Subcomponent 2: Refurbish and expand the Kandahar City Medium Voltage and Low Voltage (MV/LV) Distribution System.

Tasks

The contractor shall rebuild or replace the following components of the existing Kandahar City medium voltage and low voltage (MV/LV) distribution system resulting in increased capacity and reliability.

- i. Procure the transformers, panels, and switches listed in Table 1:

Table 1
 Transformers, Panels, Switches

Item	Noun	Description	QTY	Unit
1	Distribution Transformer	630 KVA, 20/4 KV	10	Ea
2	Distribution Panel	1600 Amp with automatic main switch	10	Ea
3	Isolating Switches	20 KV, Outdoor rated	10	Ea

ii. Procure the Medium Voltage Items listed in Table 2:

Table 2
 Medium Voltage Distribution Items

Item	Noun	Description	QTY	Unit
1	Tension Lattice pole	9-12 m	33	Pcs
2	Tension Concrete pole	9-12 m	80	Pcs
3	Tension Tubular pole	9-12 m	54	Pcs
4	Tension Wooden pole	9-12 m	5	Pcs
5	Suspension Lattice pole	9-12 m	109	Pcs
6	Suspension Concrete pole	9-12 m	228	Pcs
7	Suspension Tubular pole	9-12 m	320	Pcs
8	Suspension Wooden pole	9-12 m	13	Pcs
9	Drill Machine with truck		1	Vehicle
10	Earthing	galvanized sheet	842	ea
11	Guide Wire Anchors		172	ea
12	Pole Console		842	ea
13	PVC Conduit		100	lm
14	Steel Guide Wire		1720	lm
15	Cross arm	20 KV, with all accessories	1744	Pcs
16	Insulator	20 KV, with all accessories	1712	Pcs
17	ACSR- over head line	ACSR-120 mm ²	15.42	Km
18	ACSR- over head line	ACSR-70 mm ²	19.44	Km

iii. Procure the Low Voltage Distribution Items listed in Table 3:

Table 3
 Low Voltage Distribution Items

Item	Noun	Description	QTY	Unit
1	Tension Lattice pole	9 m	23	Pcs
2	Tension Concrete pole	9 m	15	Pcs
3	Tension Tubular pole	9 m	154	Pcs
4	Tension Wooden pole	9 m	8	Pcs
5	Suspension Lattice pole	9 m	24	Pcs
6	Suspension Concrete pole	9 m	12	Pcs
7	Suspension Tubular pole	9 m	317	Pcs
8	Suspension Wooden pole	9 m	5	Pcs
10	Earthing	galvanized sheet	558	ea
11	Guide Wire Anchors		200	ea
12	Pole Console		23	ea
13	Steel Guide Wire		2000	lm
14	Cross arm		1891	Pcs
15	Tension insulator	0.4 -1 KV, with all accessories	716	Pcs
16	Suspension Insulator	0.4 -1 KV, with all accessories	930	Pcs
17	Over head line	ACSR-70 mm ²	30	Km
18	Over head line	ACSR-50mm ²	88	Km
19	Cable	Cu-16 mm ²	64000	lm
20	Cable	Cu-10 mm ²	100000	lm

- iv. Provide updated Kandahar Existing Distribution System Technical Condition Single Line Diagrams with take offs showing where the equipment provided in Tables 1, 2, and 3 shall be installed in the existing Kandahar Distribution System.
- v. In coordination with DABS, expand the distribution system adding 10,518 new connections inclusive of placing circuit breaker panels within service drops. In addition, 16,822 customers currently connected but not served due to generation capacity constraints shall also be served.
- vi. Provide capacity development by utilizing DABS staff to the extent possible. Create fixed work packages by feeder circuit for the MV and LV portions of the system that can be installed by DABS staff.

Subcomponent 3: Construct new Kandahar East Substation

Tasks

- i. Construct the new substation using a breaker and a half configuration. The new substation shall have a total of twelve (12) feeders rated at 20KV. Substation shall be located within the perimeter of the Russian Power plant Compound.
- ii. Install associated equipment including surge arrestors, circuit breakers, current transformers, voltage transformers, protective relays, meters, auxiliary transformers, site fences, and lighting shall be of the same manufacture as equipment provided for work item 1, Renovation of the Kandahar Breshna Substation.
- iii. Install substation's control system, protective relay system, metering system, and control room boards shall use the same design philosophies and assumptions as those used for similar systems provided for Subcomponent 1, Renovation of the Kandahar Breshna Substation.
- iv. The design of the substation will provide space to accommodate for possible 220-400kV connection to the Northeast Power System (NEPS).

Subcomponent 4: Construct a transmission line between the Kandahar Breshna Substation and the new Kandahar East Substation.

The land use agreement for this sub-component is not finalized. It is the Contractor's responsibility to engage with the USAID representatives and the authorized GIRoA agent to secure needed land for this project. This sub-component has two Notices to Proceeds due to the land use issue, one for design and one for construction.

Tasks

- i. Construct a 110kV single circuit transmission line connecting the Kandahar Breshna Substation and the new Kandahar East Substation. Length of the line is about 20 km.
- ii. Procure all associated equipment to include structures, Optical Fiber Composite Overhead Ground Wire, and insulators.

Subcomponent 5: Replacement of 14 Diesel Generators at the Breshna Substation with new generators to be placed in the vicinity of the Kandahar East Substation (subcomponent 3).

Tasks

- i. Remove the 14 (fourteen) 850 KW generators from service and provide diesel generation systems that provide increased efficiency and generation capacity.
- ii. Provide a seamless switchover to the new diesel generation systems such that there is not a loss in available power in the Kandahar City Electrical Distribution System.
- iii. Install the new diesel generation system in the vicinity of the Kandahar East Substation (Component 1, Subcomponent 3). The new generation system shall comprise 14 units each capable of providing 1.5 MW on a continuous basis. The Contractor shall also consider a lease to purchase alternative to provide the generation capacity.

- iv. Provide a transmission/distribution system to route power from the new diesel generation systems to the Breshna Substation where it can be available system wide.

C.3.1.2 COMPONENT 2: REBUILD DURAI JUNCTION SUBSTATION

Objective:

Rebuild the Durai Junction substation to better isolate faults in the SEPS and prevent system wide disturbances. Procure long lead items (transformers and circuit breakers) to be used in substations throughout SEPS.

The contractor shall provide engineering, procurement, and construction activities for the following two (2) subcomponents.

Subcomponent 1: Rebuild Durai Junction Substation

Tasks

- i. Rebuild Durai Junction substation while maintaining existing service for customers served by the substation.
- ii. Install a breaker and a half configuration, with line positions for the transmission lines from Kajakai, towards Kandahar and towards Lashkar Gah,
- iii. Install 110/20kV transformers to serve local Durai loads.

See Attachment 2, “Diagram D-2, Durai Junction Single Line”. The site shall be located as identified in Attachment 3, “Diagram 3, Durai Junction Location”. The camp shall be site adapted from Attachment 4, “Diagram D-4, Durai Junction Camp Layout”.

Subcomponent 2: Procure equipment for additional substations

Tasks

- i. The Contractor shall procure eight (8) 110/ 20kV 20 MVA three phase transformers per Attachment 5, Transformer technical specifications.
- ii. The Contractor shall procure nineteen (19) 110 KV SF₆ circuit breakers per Attachment 6 titled “Breaker technical specifications”.

Tables A and B show the quantity and final use location of the transformers and the circuit breakers.

Table A: Transformers

Provinces	Quantity
Sangin	1
Hyderabad	1
Lashkar Gah	1
Pushmool	1
Maywand	1
Kandahar	0

Table B: Circuit breakers

Provinces	Quantity
Sangin	3
Hyderabad	3
Lashkar Gah	3
Pushmool	3
Maywand	3
Kandahar	0

Spares	1
Sub-Total	6

Spares	1
Sub-Total	16

iii. The contractor shall be responsible for the care and custody of the procured equipment in Tables A and B and shall store the transformers and circuit breakers at the Regional Camp (refer to component C.3.1.3 below). USAID will provide disposition instructions before the end of this Contract.

iv. The contractor shall conduct factory tests for each transformer in accordance with Section 00755.14.5 of Attachment 5 titled “Transformer Technical Specifications”.

v. The contractor shall conduct factory test for circuit breakers in accordance with Section 00755.2.7 of Attachment 6 titled “Breaker technical specifications”.

C.3.1.3 COMPONENT 3: REGIONAL CAMP AND PROJECT MANAGEMENT

Objective:

Construct and operate a secure regional camp to support the other components of the contract. The camp will be located in the vicinity of the Kandahar East Substation and will support planning, operations, and short term storage of new equipment.

Tasks

- i. Site adapt the camp to include a secure perimeter, laydown yard, residence area, parking area, helicopter pad, and utilities. Helicopter maintenance facilities are not required at this facility. Utilize portable unit complexes consisting of offices, dining facility, laundry area, custodial units, and sleeping quarters. Utilities will consist of off-grid power, well water, and septic tank waste water system.
- ii. Site identification and demining are the responsibility of the contractor.
- iii. Size of the camp will be sufficient to provide for a population of Expatriates, TCNs, CCNs, and Security Personnel to support all components of this contract.
- iv. Operate and maintain the camp. Contractor services will include security, food services, generator fuel, septic system pumping, and minor facility repairs.
- v. Utilize to the extent possible, equipment and materials from AIRP task order 306-I-08-06-00517-00, Disposition Plan dated November 7, 2010.

C.3.1.4 COMPONENT 4: TRANSPORTATION, INSTALLATION, OPERATION AND MAINTENANCE OF KANDAHAR INDUSTRIAL PARK DIESEL POWER PLANT

The start date is dependent on a current JV work order which was issued to provide repairs to the gensets. The gensets are scheduled to be ready by January, 2011.

Objective:

Provide an immediate impact and bridge the gap in the basic power requirement in Kandahar.

Tasks

- i. Provide secure transport of repaired and tested equipment from the Breshna Substation to KIP. Equipment includes:
 - Ten (10) AKSA manufactured diesel generators, rated at 800 Prime KVA each,
 - Five (5) step-up 0.4/20KV transformers rated at 1700KVA,
 - one (1) step-down 20/0.4KV transformer rated at 630KVA, and associated accessories.
- ii. Install (including civil work), electrically synchronize, and commission the generators. Attachment 7 – Diagram D-5 KIP to DABs single line shows the DPP as the “6.6 MW Power Plant”.
- iii. In consultation with DABS, connect the DPP to the medium voltage (20KV) distribution system. In the connection, two diesel generators shall share one step-up transformer. Inform the Kandahar PRT and Regional Command South (RC-S) of this activity.
- iv. In consultation with the KIP site owner, AISA, the Contractor shall make the following facility improvements:
 - Increase the height of existing security walls or construct new as needed. The Contractor shall clearly present this in design submittals (Section F, B. Reports, C. Technical Reports, Design Report).
 - Construct covered/shade area of a durable long term structure with lighting and other permanent features for the diesel gensets.
 - Provide permanent installation of fuel tanks which currently have temporary installation.
 - Install delivery truck fuel off-loading equipment.
 - Construction kitchens and restroom facilities as needed for DPP staff. The Contractor shall clearly present this in design submittals (Section F, B. Reports, C. Technical Reports, Design Report).

The Contractor shall begin this task after completing deliverables under Task C.3.1.4 (i).

- v. Provide security, operation, and maintenance of the DPP. Security shall start upon departure of the first equipment from the Breshna Substation. The operation & maintenance shall start on the day in which deliverables under Task C.3.1.4 (ii) are completed.
- vi. Provide capacity development activity by training of the local Da Afghanistan Breshna Sherkat (DABS) staff in the operation and maintenance requirements of the DPP.

C.3.1.5 COMPONENT 5: REBUILD THE KAJAKI DAM SUBSTATION AND LOCAL DISTRIBUTION SYSTEM

Currently the Kajakai Dam site can only be reached by helicopter. Therefore the contractor should expect to use a helicopter for some of the work. The Contractor shall propose what can be done by helicopter in its schedule. In September 2010 Unit 1 was knocked off line and suffered a ground issue. The cause of this is believed to be an electrical fault that occurred external to the powerhouse. The contractor shall evaluate the issue, assess alternatives, including temporary solutions, and recommend an appropriate solution for COTR approval. Upon receipt of COTR approval, the contractor shall proceed and execute

USAID instructions. It is critical that the contractor can have the asset of a helicopter to bring in a team and some amount of parts to better protect the powerhouse from external electrical faults.

Objective:

Provide more reliable power supply to the SEPS from the Kajakai Hydropower Plant and better protect the plant from external electrical faults.

Tasks

- i. The Contractor shall rebuild the Kajakai Dam Substation installing a breaker and a half configuration. Design shall utilize indoor gas-insulated metal enclosed switchgear (GIS). The substation shall also contain protection, control, metering, and communication systems necessary to operate the substation and for protecting the transmission line to Durai Junction. The contractor shall construct the new substation to the east and adjacent to the existing station. Rock removal is expected to be required for the development of the new site. The contractor shall demolish the existing substation and locate the new 110/20kV transformer in its place.
- ii. Utilizing the breaker and a half configuration, allow the new substation to have circuit breakers to be taken out of service for maintenance while still maintaining full power transfer functionality. Electrical loads and power generation shall be protected by their own circuit breakers and protective relays. Attachment 8 - Diagram D-6 Kajakai Substation Single Line, provides additional information.
- iii. The substation shall have the following features:
 - a. Space for future connection of a second powerhouse and the addition of another transmission line.
 - b. An air insulated 20kV box structure substation next to the 110kV GIS building with a 110kV/20kV 20 MVA step-down transformer.
 - c. Installation of Government Furnished Equipment (GFE) 13.8kV/20kV 16 MVA transformer installed next to the 110kV/20kV transformer. The transformer shall serve as a backup source to energize the Tangi distribution line. The Contractor shall procure and install additional 20 kV substation equipment to get the transformer in an operational condition.
 - d. Local loads currently fed from the generator bus (station service system) shall be moved to the substation.
 - e. The GIS, HVAC systems, SCADA systems, AC & DC station service systems, etc shall be sized for the ultimate configuration, meaning a 3-unit Kajakai generating station. The Contractor shall ensure that the systems are all configured such that future additions to the power plant may be installed with minimal outages to the impacted systems.
- iv. Replace the Tangi Substation with a four position, 20kV, air insulated radial H-configuration substation. The new station shall have AC and DC station service system and control and relaying panels in the existing control building. Coordinate with DABS regarding timing of DABS furnishing and installation of a new 20 kV switchgear line up to ensure streamlined implementation. A SCADA system is not required at the Tangi Substation.

- v. Provide materials for a new dedicated 20kV line (Tangi 1) from the Kajakai Substation to the Tangi Substation for installation by DABS.
- vi. Provide materials for the 42km 20kV express line from the Tangi Substation to the Musa Qala Substation for installation by DABS.
- vii. The contractor shall submit a construction schedule, which shall contain the following information at a minimum:
 - i. Earliest start time for construction.
 - ii. Improvements and earliest implementation time that helicopter supported activities can be made to better protect the powerhouse from external electrical faults.
 - iii. Earliest time that wheeled vehicles will need access to Kajakai Dam.
 - iv. Number and frequency of Convoys needed, number and type of vehicle in each convoy, time intervals between convoys. Do not include calendar dates for this item.
 - v. Quantity of materials and list of equipment that will be needed to be taken to Kajakai Dam by wheeled vehicle.
 - vi. Work that can be supported by air movements only.

The Contractor shall coordinate the final construction schedule with USAID, ISAF, and DABS. Notice to proceed for construction shall not be issued until final construction schedule is determined.

C.3.1.6 COMPONENT 6: INSTALLATION AND COMMISSION KAJAKI UNIT 2

Objective:

Install Unit 2 and associated equipment delivered under LBG-CMIC Contract REFS 02-05-GG451 AR-001, which will be furnished to the contractor as Government Furnished Equipment (GFE). Attachment 11 provides the list of GFE provided under the contract. The Contractor shall supply the necessary personnel, tools, and equipment to complete the work comprising the following:

- Inventory, assess condition, and determine suitability of GFE for installation as Unit 2,
- Prepare a report of Government Furnished Equipment and determine time, and cost to provide, repair, or replace as necessary,
- Provide detailed design and drawings for civil works for Unit 2; and
- Install, test, and commission Kajakai Unit 2 hydroelectric turbine generator including all design and construction of civil works, mechanical, electrical and other services.

Subcomponent 1: Perform inventory assessment of GFE

Tasks

The Contractor shall provide a team of specialists with proper test equipment to conduct an on-site audit to confirm the following regarding the Unit 2 equipment, equipment for units 1 and 3 upgrades, upgrade of plant control systems, and Inlet valve for Unit 2 stored at the Kajakai Dam site in Helmand Province. The Contractor shall:

- i. Identify long lead items and items that may have serviceability issues due to storage duration. As a minimum these items will include oil filled transformers, Unit 2 exciter, Generator Shaft, Turbine Shaft, and inlet valve (multiple cracks are visible in both hubs of the inlet valve).

- Provide inspection and testing procedures that will determine serviceability of these components. Examples of these procedures could be Doble tests, Megger Tests, visual inspection by structural engineer, oil sample analysis, or other industry standard tests.
- ii. Inspect long lead items per approved inspection procedure.
 - iii. Verify the physical presence of remaining items listed in Attachment 11.
 - iv. Assess the condition of the remaining items in Attachment 11 for their intended purpose. Notify the government if it is believed that unpackaging an item creates a risk to serviceability or if item is “off the shelf” and easily procured if found to be unserviceable during installation.
 - v. Identify any shortages, damaged, or inadequate equipment. Recommend repair or new procurement for each item. Estimate time and costs for each recommendation.
 - vi. Test bulk lubricating oil, hydraulic oil, and insulating oil to industry standard routine physical properties appropriate to the fluid type and use. The Contractor shall submit standards to the Government for approval prior to oil sampling.
 - vii. Conduct the audit using available on-site lifting and moving equipment or provide equipment as necessary. It is noted that this may require repair work to make the equipment safe for operation. Utilities are available at the Kajakai Camp Site adjacent to the equipment storage area. In the vicinity of the laydown yard there is an abandoned structure available to the assessment team. The structure no longer has a roof. It is available “as is/where is”. Due to security conditions off site there is no alternative at this time.
 - viii. Request utilities and equipment in the Kajakai Powerhouse, if needed, from the DABS staff. The Contractor shall advise the COTR of all such requests.
 - ix. Identify to the COTR any equipment removed from the site.
 - x. Return all items, following the audit, to their pre-audit storage containers. If more suitable storage conditions are identified by the Contractor, they will be recommended to the COTR.
 - xi. Prepare a Final Assessment Report, describing efforts undertaken above, and including:
 1. an item-by-item analysis of GFE quality, and assessment of the suitability of each for utilization at the site, or recommendation for repair/re-procurement, including a schedule for repair/reprocurement (as necessary and appropriate);
 2. a civil works update, comprising rough order of magnitude estimates of materials volumes and heavy equipment required for work completion;
 3. a material transportation plan (e.g., for batch plant, cement/sand/ aggregate delivery) that provides for the possible coordinated movement with the military of certain materials to the site as early as April 1, 2011;
 4. Cost estimate for Subcomponents 2 and 3, below, including schedules and a GANTT chart for all aspects of Kajaki Unit 2 installation;
 5. Summary of industry tests utilized and the results of these tests, photographic record of the inventory with labels so as to be able to be reference items against the equipment list, and plan view of laydown yard detailing container location or item location.
 - xii. An Excel spreadsheet formatted similarly to Attachment 11 will be submitted with each report. Remarks and detailed information will be submitted with an accompanying word document..

Subcomponent 2: Repair GFE, provide missing and additional new equipment for completing Unit 2 installation

Tasks

- i. Repair GFE, provide missing and additional new equipment, and additional spares approved by COTR for completing Unit 2 installation
- ii. Repair, install, test, and commission Unit 2 inlet valve

Subcomponent 3: Install and commission Kajaki Unit 2

Tasks

- i. Provide security of the Kajakai Dam site and maintenance of camp facilities. Phased replacement with existing contractor shall begin no later than April 15th, 2011.
- ii. Provide on call technical support for Units 1, 3, and the switchyard.
- iii. Provide training classes for DABS staff (detailed in Attachment 10 – Section GS-9)
- iv. Install, test, and commission Kajakai Unit 2 as detailed in Attachment 10 “Unit 2 Technical Document”.
- vi. The contractor shall submit a mobilization plan. At a minimum, the mobilization plan shall contain the following;
 - a. Earliest start time for construction.
 - b. Identification of long lead time items (independent of those being assessed; e.g., batch plant, crane, heavy civil construction items, etc.) required for construction.
 - c. Procurement schedule for long lead time items that delivers those items to the Regional Camp (Component 3) for staging and later transit as early as practicable to the Kajakai work site.
 - d. Earliest time that wheeled vehicles will need access to Kajakai Dam.
 - c. Estimated number and frequency of convoys needed, number and type of vehicle in each convoy, time intervals between convoys.
 - d. Quantity of materials and list of equipment that will be needed to be taken to Kajakai Dam by wheeled vehicle.

Contractor shall coordinate the final construction schedule with USAID, International Security Assistance Force (ISAF), and Da Afghanistan Breshna Sherkat DABS. Notice to proceed for construction will not be issued until final construction schedule is determined.

Additional Documents

The Government has additional documents available for the Contractor concerning Unit 2. They are available upon request and include the following.

- i. LBG Subcontract Number REFS 02-05-GG451 AR-001 with CMIC.
- ii. Partial Inventory of GFE and materials.
- iii. Government Furnished Designs and Schematics that are provided for information only. It is noted that these documents comprise only a partial installation design.

C.4 PERFORMANCE REQUIREMENTS

C.4.1. Environmental Assessment

Some components are likely to have significant environmental consequences. Pursuant to USAID regulation 22 CFR 216, the Contractor shall conduct Environmental Assessments (EAs) for those projects that are likely to have significant environmental effects, and prepare environmental guidelines which shall be used to help identify specific factors to be considered for those types of projects where the potential for negative effects is substantially lower.

The Contractor shall perform all work in such a manner as to minimize the pollution of air, water, or land to control noise and dust and to minimize other environmental damages within reasonable limits and in accordance with all applicable U.S. and the Government of Afghanistan environmental laws, regulations and programs that relate to the performance of this contract. Where there is a conflict between U.S. and Afghan law, the requirements more protective of health and the natural environment shall be used. In no case shall the requirements be less stringent than those required by U.S. law and regulation.

The Contractor shall mobilize environmental compliance personnel immediately after Award to address issues with USAID and shall put forward a compliance documentation schedule immediately thereafter. The Contractor shall develop a compliance schedule and environmental guidelines to be used in identifying potential negative environmental impacts associated with a project or activity and appropriate measures to mitigate the adverse impact. The guidelines shall also describe procedures to be used in the supervision of any construction to ensure best practices on the construction sites to mitigate short-term construction related impacts. These guidelines shall be provided to the COTR for each component that involves activities with potential for adverse environmental impact. The Contractor shall ensure that designs reflect environmentally sound considerations, and where there is potential for adverse impact, ensure the project shall be designed to avoid or mitigate these impacts and that appropriate mitigation measures are addressed and incorporated in the plan/design.

C.4.2 Procurement and Subcontracting

The Contractor shall accomplish construction work by subcontracting with Afghan subcontractors to the maximum extent possible. The Contractor shall identify qualified Afghan subcontractors and maintain a list of said subcontractors during the contract performance period. In determining the qualifications of Afghan subcontractors, consideration will be given to such factors as construction experience, prior work in the area, knowledge of customs and practices of the area, ability to muster equipment and skilled and unskilled labor, etc. The Contractor shall regularly update the list and maintain performance data on all subcontractors who have accomplished work for the Contractor. The Contractor shall include in their technical reporting requirements the number of Afghan employed directly and as subcontractors and the monetary value of direct payments to Afghan personnel.

Contractor shall use its best efforts to subcontract a minimum of ten percent 10% with a desirable target of thirty percent 30% percent of first tier subcontracts, by monetary value, to Afghan-owned subcontractors. Said Afghan "first tier" subcontractors shall be required to directly self-perform a substantial portion of the subcontracts. All subcontractors must possess all required certifications and licenses for the work being accomplished. While local construction companies are preferred, it is recognized that some international subcontractors will be needed to meet the goals of the Subcontracting Plan. These international subcontractors will to the extent possible hire and train Afghan citizens.

The Contractor shall assure that the Contractor and its subcontractors have fully obtained all required local approvals and have satisfied all applicable local and USAID requirements in the performance of subcontracted work.

C.4.3 Commodities/Equipment Procurement and Installation

As required by the Contract, the Contractor shall purchase, maintain inventories, and otherwise be responsible for USAID-funded commodities and equipment. Such commodities and equipment may be provided to the Contractor by USAID, procured by the Contractor, or assigned or distributed to projects and/or to other GIRoA's agencies as necessary.

C.4.4 Management and Supervisory Responsibilities

The Contractor shall provide direct management and supervision of the Contractor personnel and subcontractors assigned to work on this contract within Afghanistan or elsewhere. The quality of performance of the Contractor personnel and subcontractors is the direct responsibility of the Contractor. The USAID Contracting Officer's Technical Representative (COTR) may, on a frequent basis, directly coordinate with or provide technical guidance and direction or other types of information to the Contractor personnel and subcontractors concerning the technical or administrative aspects of work being performed. However, at all times the Contractor shall be responsible for the work. Direct lines of communication for establishing work requirements and standards of quality shall come through the Contractor's management chain of supervision. As such, the Contractor shall establish a sufficient managerial and supervisory structure to ensure that work being performed by the Contractor personnel and subcontractors is in accordance with the contract and that the quality of work being performed by the Contractor personnel and subcontractors is representative of the Contractor's best professional standards.

The Contractor shall ensure that the various stages of the construction process are completed in a timely and seamless fashion and shall coordinate and accomplish the overall project including the organizing, supervising, subcontracting, and purchasing of all materials and equipment necessary to accomplish the purpose of the designer. The Contractor shall ensure that construction is completed in accordance with approved technical specifications and plans and in compliance with all contract requirements.

C.4.5 Coordination and Implementation of Work

The Contractor shall make all necessary corrections and/or revisions to construction plans and specifications, design analyses, quantity surveys, cost estimates, schedules, reports, and drawings, as may be required under the contract. The Contractor shall also make any corrections thereto as may be necessary due to errors or omission identified by the Contractor or USAID or its supporting organizations. This includes the preparation of addenda during the solicitation period, or changes during construction which may be required as a result of such deficiencies.

The Contractor shall advise the COTR of any discrepancies, ambiguities, and lack of clarity noted in drawings, and other data furnished for use in connection with this contract. The review periods established in the completion schedules set forth in this contract are the maximum anticipated periods required. The Contractor shall endeavor to accomplish reviews within shorter periods. All equipment, engineering manuals, guides, specifications, and other data furnished by USAID shall be returned to the COTR following completion of the contract.

USAID acknowledges that it retains ultimate responsibility for land access/right of way required for the implementation of KPI. The Contractor shall engage with USAID and authorized GIROA representatives to identify and secure needed land for the project, and timely produce survey plots and ROW alignments. USAID will work diligently to attain rights for/access to land required for work to be performed.

C.4.6 Quality Control / Quality Assurance

Prior to starting any work, the Contractor shall submit to USAID for COTR approval a detailed Quality Control (QC) Plan associated with the activities described herein. The QC Plan will address critical QC issues implicit in the construction projects, including but not limited to laboratory soil testing, classification, and compaction, concrete mix designs and strength, concrete cylinder tests, optimal water/cement ratios, destructive and non-destructive material testing, and other mechanical and non-mechanical tests as required by the specific design features of the proposed project.

USAID strictly follows the three phase quality control system. As required in Section F, the Contractor shall prepare a QC Plan in accordance with the three phase quality control system

Unless otherwise stated, construction quality shall be ensured through an integrated system of QC and Quality Assurance (QA) implemented by the Contractor. The Contractor will be responsible for constructing the work in accordance with approved plans and specifications. The Contractor is also responsible for establishing QA procedures, which are checks and controls during the construction process which will assure that construction quality as required by contract documents is maintained. The QC/QA Plan will also fully define the Contractor quality system, procedures, checks and balances and shall be submitted to the COTR for approval.

Additional QA may also be performed by USAID and serve to verify that the levels of workmanship and quality of materials stipulated in the contract specifications are met by the Contractor. USAID may accomplish these tasks by assigning a QA Engineer to the project and working closely with the Contractor's QC Manager on compliance. Notwithstanding QA efforts of USAID or other third-party entities, the Contractor remains fully responsible for the quality of work performed under this contract.

C.4.7 Safety

The Contractor shall develop and implement a comprehensive and effective safety program to protect life, property and environment. The Contractor's Safety Program shall be submitted to the COTR prior to the Contractor commencing field work. Unless specifically addressed otherwise in the contract or approved by the COTR, the Safety Program shall conform to U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual, EM 385-1-1 and US Occupational Safety and Health standards for the site conditions experienced.

(1) Safety Program and Safety Plan: The Contractor shall implement safety measures to accomplish the Work in the safest manner possible at the Site. The Contractor's safety program shall define roles, responsibilities, programs, policies, and procedures to accomplish the goal of achieving superior safety performance during all phases of the Project.

(2) General Safe Work Practices: The Contractor shall establish standard operating procedures for the Project to guide employees in safe work practices. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Workplace safety and health training practices shall include the following:

- (i) Explanation of the Contractor's Accident Prevention Plan, Emergency Action Plan, and Fire Prevention Plan, and measures for reporting any unsafe conditions, Work practices, and injuries.
- (ii) Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- (iii) Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- (iv) Availability of toilet, hand-washing, and drinking water facilities.
- (v) Provisions for medical services and first aid, including emergency procedures.

In addition, the Contractor shall provide specific instructions to each employee regarding hazards unique to his or her job assignment, to the extent that such information was not already covered in other training. The Contractor shall establish written safe work practices covering all phases of the Contract. Safety, quality and all other project programs and requirements that are placed upon the Prime Contractor shall all be required of all subcontractors.

C.4.8 Contract Performance Support

The Contractor shall be responsible for contract performance support, which typically will include: regular client reporting (including costs), monitoring of schedules, contract change management, management of permitting requirements, preventative maintenance inspections, certification of contract completion, document control, commissioning services, dispute resolution, monitoring and resolution of deficiencies and warranties, resolution of Contractor performance issues, general technical assistance, and/or certification of progress payments.

C.4.9 Cost Control Reporting System

The Contractor shall develop and implement a cost control reporting system including financial data required by USAID to monitor progress and cost versus budget for all activities under the contract. The Contractor shall forecast cost based on changes in project conditions. The Contractor's cost control and reporting system shall include provision of "look ahead" schedules, "earned value" analysis and simulations capable of depicting "what if" scenarios.

C.4.10 Pre-Construction Conferences

The Contractor shall conduct pre-construction conferences with each subcontractor to acquaint key personnel, local authorities and inspectors and other involved parties with the procedures, lines of authority and the interrelationship with the monitoring activities of the Contractor, COTR and others. These conferences shall take place shortly after each subcontract is executed and will include USAID COTR representation.

C.4.11 Schedule

The Contractor shall create and maintain schedules for all work and ensure that all work is completed in accordance with the schedules approved by the COTR. The Contractor shall integrate subcontractors' schedules into the project work plan and overall project schedule and submit to USAID as required. Schedules shall reflect: baseline schedule (award schedule), schedule critical path(s), actual progress, forecast schedule for remaining work, estimated completion date, and other data as may be specified in the contract.

The Contractor shall advise the COTR and the CO in writing within 5 workdays of any actual or potential delays due to performance and other reasons and recommend steps to mitigate the problem as well as alternatives to overcome such problems.

C.4.12 Project Completion and Turnover Activities

The Contractor shall prepare and submit final as-built drawings of completed work and operation and maintenance manuals for all major systems and ensure the proper start-up and usability of each separate component. In addition, the Contractor shall prepare contract closeout and turnover documentation pertaining to construction according to contract requirements. Warranties shall be in accordance with the Contract.

C.4.13 De-mining

As with any post-war reconstruction program, the problem of land mines, booby traps and unexploded ordnance will require extreme vigilance and specific measures to reduce risk to construction workers, program monitors and other individuals involved in project implementation. According to United Nations Mine Action Centre for Afghanistan (UNMACA), estimates of landmines in Afghanistan range from five to seven million and maps locating minefields may be imprecise or non-existent.

Since many projects will be in former areas of conflict, it must be assumed that landmines will be present and that special provisions must be made for their clearance. The specific de-mining requirements for a given project will be identified in the contract.

C.4.14 Measuring and Monitoring

Measuring and monitoring progress in the implementation of contract activities will be an ongoing and regular function of the work. The Contractor shall establish measurement and monitoring systems that generate the information needed to track incremental implementation progress. These monitoring systems should also provide data that can form part of annual progress reports and show incremental progress in overall implementation efforts. The Contractor also shall assess overall outcomes and impact resulting from implementation efforts.

The USAID COTR, in conjunction with the USAID Contracting Officer (CO), will monitor and evaluate the Contractor's overall performance in accordance with progress toward deliverables and expected performance against the progress indicators illustrated in Contract.

C.5. CONTRACT MANAGEMENT RELATIONSHIP

The Contractor shall assure the successful completion program objectives, and shall be responsible for providing all personnel, equipment, materials, supplies and facilities for its use in order to manage, supervise, inspect, make or authorize payment, and expedite the completion of the work in a timely and acceptable manner.

The Contractor's responsibilities under this requirement shall include, but are not limited to:

- (a) Minimizing disruptions to the operation of existing facilities.** Since roads and other facilities may be in full operational service, the Contractor shall perform the activities so as to minimize service disruption of the existing facilities. This may require implied tasks such as construction of bypass roads, extensive traffic control efforts, etc. Work conditions and specifications will vary from site to site. This will require extensive knowledge of the functional operation and efficient use of the roads, facilities, equipment, support systems, and building structures.
- (b) Coordinating all the work with the COTR, the Government of Afghanistan, other stakeholders, and USAID personnel.** Under the guidance of USAID, the Contractor shall coordinate his work with GIRoA officials, representatives of the international community, and NGOs. In cases where these actors are implementing related infrastructure reconstruction projects, the Contractor shall closely coordinate the construction schedule(s) with them, and monitor activity progress to assure proper coordination between the related projects.

C.6 SPECIAL CONSIDERATIONS

C.6.1 Cultural and Aesthetic Considerations

The Contractor shall be sensitive to the cultural climate in the relevant regions and pay particular attention to such items as signage, road markings, rest stops (sanitation), privacy demands, and other features of work that may be identified during the course of work.

C.6.2 Maintenance of Confidential and/or Proprietary Information

The Contractor shall at all times maintain the confidentiality of proprietary information pertaining to other construction contractors, service providers or firms with whom its employees come into contract during the course of the performance of work. The Contractor shall institute procedures acceptable to the COTR and fully comply with all USAID's requirements in regards to maintaining the confidentiality of information and procurement integrity.

The Contractor shall maintain and preserve all records and information whether in electronic, audio, video or paper format that is directly or indirectly generated during performance of its work in regard to this contract in an orderly and readily accessible manner.

C.6.3 Requirements, Criteria, Codes and Standards

USAID is committed to the safety and quality of construction projects, particularly in relation to seismic activity. Execution of all tasks shall be according to the following codes for all work performed under this contract, unless otherwise stated:

- (1) International Building Code (IBC);
- (2) International Plumbing Code (IPC);
- (3) Unified Facilities Guide Specifications (UFGS);
- (4) International Mechanical Code (IMC);
- (5) Design manuals and specific criteria and instructions as specified in the Contract;
- (6) National Electrical Code (NEC);
- (7) National Fire Protection Association (NFPA) 101 Life Safety Code;
- (8) Afghanistan Ministry standards and criteria for designs;
- (9) U.S. Army Corps of Engineers (USACE) Safety and Health Requirements Manual, EM 385-1-1 and US Occupation Safety and Health Administration Codes; and
- (10) Other Criteria, Codes and Standards as may be specified in Section E.7

All codes shall be the version in effect on date of Contract award. Any conflict between standard manuals or criteria and specific instructions furnished or required by individual task orders shall be brought to the immediate attention of the task order COTR for resolution. The instructions and criteria contained in the contract shall govern and the most stringent technical criteria shall apply.

C.6.4 Record Keeping

The Contractor shall establish and maintain the appropriate number and sizes of technical libraries to ensure the appropriate degree of access by quality assurance, technical services and contract administrative personnel. Master sets of drawings and specifications shall be maintained for the use by the Contractor and USAID in the performance of quality control and assurance, technical services and contract administration activities.

C.6.5 Security

Contractor shall be fully familiar and compliant with the requirements and procedures of Section H.24 of this Contract. Further, Contractor shall comply with all U. S. Government civilian/ military agency policies and orders (COM/FRAG). Contractor shall not subcontract with unlicensed private security contractors.

The Contractor shall be responsible to provide all life-support and security services required for its personnel deployed to project locations except when it is expressly stated in the Contract that such facilities and services are to be provided by other means. The Contractor responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites unless otherwise specified in the Contract. The Contractor may be required to provide similar services to USAID personnel when so specified. In addition, the Contractor shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Contractor shall be prepared to take appropriate actions in order to provide for its own safety and security and that of its employees. The Contractor shall avail itself of authorized safety and security protections and services. The Contractor shall prepare a comprehensive safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this contract as well as the off-duty activities of its employees serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Contractor shall continuously monitor and update this comprehensive safety and security plan by means of dedicated, qualified and competent staff of personnel. The Contractor shall work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

C.6.6. Contractor Conditions of Award

The Contractor's document entitled "Conditions of Award" is incorporated into this Contract as Attachment No. 14.

C.7 KEY PERSONNEL

Pursuant to Section F.5, the Contractor shall provide key personnel. Key personnel requirements are as follows:

1. Chief of Party

Duties: Overall management of the contract and coordination with COTR. This includes full authority and responsibility for all contractual items, execution of the work, and authority to represent the Contractor in negotiations and discussions on the interpretations and execution of the Contract. Shall be in Afghanistan and available for consultation with the U.S. Government at all times or shall nominate an acting chief of party when unavailable.

2. Electrical Transmission & Distribution Lead

Duties: Management of the electrical design, construction, and commissioning of transmission and distribution systems. Primary point of contact for electrical transmission & distribution information contained in the Technical Reports identified in Section F.4.B., and C.

3. Power Generation Lead

Duties: Management of the design, construction, and commissioning of hydropower and diesel generation systems. Primary point of contact for power generation information contained in the Technical Reports identified in Section F.4.B. and C.

C.8 ACRONYMS AND DEFINITIONS

The following terms and acronyms are used in this contract with meanings as reflected below:

<u>Term/Acronym</u>	<u>Meaning</u>
ADS	USAID Automated Directives System
AIDAR	USAID Acquisition Regulation
CCN	Cooperating Country National
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
CPFF	cost-plus-fixed-fee
CPR	Contractor Performance Report
CST	Contractor Salary Threshold
DCOP	Deputy Chief of Party
DABS	Da Afghanistan Breshna Sherkat (National Electrical Utility)
FAR	Federal Acquisition Regulation
FFP	firm-fixed-price
GIRoA	Government of the Islamic Republic of Afghanistan
IBC	International Building Code
IEE	Initial Environmental Examination
IMC	International Mechanical Code
IPC	International Plumbing Code
IQC	Indefinite Quantity Contract
Major Subcontractor	subcontractors expected to perform at least 10 percent of the effort or provide the professional expertise for any particular sector of the task order Statement of Work
MoPH	GIRoA Ministry of Public Health
MoPW	GIRoA Ministry of Public Works
NEC	National Electrical Code
NFPA	National Fire Protection Association 101 Life Safety Code

<u>Term/Acronym</u>	<u>Meaning</u>
NICRA	Negotiated Indirect Cost Rate Agreement (NICRA)
NTP	notice to proceed
O&M	operation and maintenance
ODC	other direct costs
PMR	Performance Monitoring Report
QCP	Quality Control Plan
RFP	Request for Proposal
ROL	Risk of Loss
SOW	Scope of Work
TCN	Third Country National
UFGS	Unified Facilities Guide Specifications
USAID	United States Agency for International Development
UXO	Unexploded Ordinance

[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 semifinished 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, IMPLEMENTATION PLAN AND MARKING PLAN

Markings under this contract shall comply with the USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

In accordance with ADS 320 “Branding and Marking,” this contract incorporates USAID’s policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID identity. The Branding Strategy for this contract is included in Section D.3 below.

The contractor shall develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the deliverables will be branded. The BIP shall implement the Branding Strategy for the KPI activity.

D.3 BRANDING STRATEGY

The branding strategy for this contract as specified in USAID ADS **320.3.2.1** is as follows:

(a) **Program Name: Kandahar Power Initiative (KPI)**

(b) **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.

(c) 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.

(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.

The Marking Plan may include requests for exceptions to marking requirements for 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. Marking and attribution for physical structures may need to be visible as soon as work commences. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, and all successor branding policies (if any).

The contractor shall submit the Branding Implementation Plan as required in Section F.4

[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 “52.232-2 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.

FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	(AUG 1996)

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of constructed tasks, reports and other required deliverables or outputs shall be subject to the performance standards set forth in Sections C and F. Inspection and acceptance shall take place at Afghanistan or at any other location where the construction is performed and reports and deliverables or outputs are produced or submitted.

Inspection of all deliverables required hereunder shall be made by the Contracting Officer’s Technical Representative (COTR), designated in Section G, who has been delegated authority to inspect and accept all construction sites, reports and other required deliverables. Acceptance of constructed tasks, reports and other deliverables by the COTR shall form the basis for payments to the Contractor.

E.3 SUBSTANTIAL COMPLETION

Definitions:

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) Do not interfere with the intended occupancy or utilization of the work, and
- (2) Can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

E.4 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for

Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests) the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.5 FINAL COMPLETION AND ACCEPTANCE

Definitions:

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.6 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

(a) Satisfactory completion of all required tests,

(b) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and (c) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E.7 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. Design and construction shall be in accordance with internationally recognized building and safety codes, ordinances and standards applicable to the project site, including but not limited to:

- (a) International Building Code (IBC);
- (b) International Plumbing Code (IPC);
- (c) Unified Facilities Guide Specifications (UFGS);
- (d) International Mechanical Code (IMC);
- (e) National Electrical Code (NEC);

Contract No. 306-C-00-11-00506-00
Black & Veatch Special Projects Corporation
Kandahar Power Initiative (KPI)

- (f) National Fire Protection Association (NFPA) 101 Life Safety Code;
- (g) Afghanistan Ministry standards and criteria for designs (for Afghanistan Task orders)
- (h) Regional codes and standards; and
- (i) United States Army Corps of Engineers' Health and Safety Manual EM385-1-1

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this contract is from December 4, 2010 to September 30, 2013.

F.2 PLACE OF PERFORMANCE

Performance of this contract will be in Afghanistan.

F.3 PLANS, REPORTS AND EVALUATION

In addition to the requirements set forth for submission of reports in Section F.4 and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following reports, to the COTR, who will forward the reports to the Contracting Officer.

- Annual Environmental Report. See Sections C. and H.

The Contractor shall promptly notify the Contracting Officer and COTR of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

The Contractor shall maintain documentation of official acceptance by the COTR of the reports and deliverables required in this contract.

F.4 DELIVERABLES AND DELIVERY SCHEDULE

The contractor shall submit the deliverables and reports to the COTR as specified below. The contractor shall submit each of the reports electronically and in hard copies (two copies), using Microsoft Word, Excel, Portable Document Format, or PowerPoint software. The contractor shall prepare design drawings in CADD editable software.

A. Deliverables and Delivery Schedule

Deliverables requirements include the following:

ACTIVITY NO.	DELIVERABLE	METHOD OF VERIFICATION	DUE DATE
COMPONENT 1 - IMPROVE KANDAHAR POWER DISTRIBUTION SYSTEM			
Subcomponent 1 - Renovate Kandahar Breshna Substation			
1	Renovation and commission of the substation completed	Witness of commissioning according to government approved commissioning plan.	24 months following NTP
Subcomponent 2 - Refurbish and expand the Kandahar City Medium Voltage and Low Voltage Distribution System			
1	Updated diagrams with take offs finalized	Government approval (COTR) of updated diagrams.	8 months following NTP
2	Urgent upgrades (transformers, cabling, meters, etc.) installed	Diagrams, photographs and explanatory narrative documenting installation submitted	6 months following NTP
3	All equipment installed	Visual Inspection or photographs used to verify government approved updated diagrams with takeoffs.	24 months following NTP
Subcomponent 3 - Construct new Kandahar East Substation			
1	Construction and commission of new substation completed	Witness of commissioning according to government approved commissioning plan.	24 months following NTP
Subcomponent 4 - Construct a transmission line between the Kandahar Breshna Substation and the new Kandahar East Station			
1	Design completed	U.S. Government (COTR) approval of design	5 months following NTP
2	Construction completed and line commissioned	Witness of commissioning according to government approved commissioning plan.	7 months following NTP for construction, NTE 14 months following NTP
Subcomponent 5 - Replacement of 14 Diesel Generators at the Breshna Substation with new generators to be placed in the vicinity of the Kandahar Substation (subcomponent 3)			
1	Installation and commissioning of first new diesel generator completed	Witness of commissioning according to government approved commissioning plan.	10 months following NTP
2	Improve/upgrade transmission/distribution between Kandahar East substation site and Breshna Kot sufficient to route new generation	Diagrams, photographs and explanatory narrative documenting installation submitted	6 months following NTP
3	Installation and commissioning of the last replacement diesel generator completed	Witness of commissioning according to government approved commissioning plan.	18 months following NTP

4	Operation and maintenance of the generators	Site Inspections & document review	From commissioning of 1st generator to NLT Dec. 31, 2012
COMPONENT 2 - REBUILD DURAI JUNCTION SUBSTATION			
Subcomponent 1 - Rebuild Durai Junction Substation			
1	Contractor shall complete construction and commission the Durai Substation	Witness of commissioning according to government approved commissioning plan.	24 months following NTP
Subcomponent 2 - Procure equipment for additional substations			
1	Procurement and delivery of transformers and circuit breakers to Regional Camp is completed	Witness of factory testing requirements and government approved storage plan.	16 months following NTP
COMPONENT 3 - REGIONAL CAMP AND PROJECT MANAGEMENT			
1	Perimeter security established, utilities commissioned, and housing/support infrastructure functional	Site Inspections used to verify government approved design submittals.	6 months following NTP
2	Operation and maintenance of the facility	Site Inspections & document review, quarterly reports	Initiate at 6 months following NTP through demobilization
COMPONENT 4 - TRANSPORTATION, INSTALLATION, OPERATION AND MAINTENANCE OF KANDAHAR INDUSTRIAL PARK DIESEL POWER PLANT			
1	Secure transportation of repaired and tested equipment from the Breshna Substation to KIP.	Site Inspections & document review	14 days following notification that generators are ready for installation
2	Delivery report per main unit submitted, to include nameplates and photographs.	Delivery Report	one week after completion of Deliverable 1
3	Generators installed, electrically synchronized, and commissioned	Witness of commissioning according to government approved commissioning plan.	NLT 42 days following completion of deliverable 1
4	DPP is connected to the medium voltage (20KV) distribution system.	Witness of connections according to government approved plan.	14 days following completion of deliverable 3
5	Progress reports submitted, to include photographs	Weekly Report	Weekly until completion of Deliverable 5
6	Facility improvements specified in Task C.3.1.4(iv) completed	Site inspections according to government approved plan.	100 days after NTP
7	Completion report submitted	Completion Report	one week after completion of Deliverable 4 or 6, whichever is later

8	Operation, and maintenance of the DPP provided.	Site Inspections & document review	From commissioning of the first generator to NTL December 31, 2012
9	Training plan for DPP operations at KIP, KE and Breshna Kot	Witness of government approved training plan.	30 days following NTP
COMPONENT 5 - REBUILD THE KAJAKI DAM SUBSTATION AND LOCAL DISTRIBUTION SYSTEM			
1	Construction of Kajakai Substation and local distribution system completed and commissioned	Site Inspections and document review used to verify government approved design submittals & commissioning plan.	30 months following NTP
2	Construction Schedule submitted	Schedule review	60 days following NTP
3	Helicopter supported Improvements to better protect the powerhouse from external electrical faults	Plan & Schedule	30 days following NTP
COMPONENT 6 - INSTALLATION AND COMMISSION KAJAKI UNIT 2			
Subcomponent 1 - Inventory assessment of GFE			
1	List of long lead items and inspection procedures	Report	30 days following NTP
2	Long lead items assessment report	Report	Within 30 days of Government approval of inspection procedures
3	Draft Final Assessment Report of all items in attachment of GFE. This should include equipment found to be missing, damaged, or inadequate for installation and operation shall have repair or replace recommendations provided. Time and cost estimates will be provided for each recommendation.	Report	Feb. 15, 2011
4	Final Assessment Report	Report	Within 30 days of receipt of draft report with comments
Subcomponent 2: Repair GFE, provide missing and additional new equipment for completing Unit 2 installation			
1	Procure repairs to damaged equipment and procure new/missing equipment complete for installation of Unit 2, on USAID approval of Contractor's proposed repair, supply of new/missing equipment	Equipment repair, procurement	Progressively, without delay, to ensure material available for the timely implementation of Subcomponent 3

	(Deliverable 3 under Subcomponent 1 above)		
Subcomponent 3 - Install and commission Kajaki Unit 2			
1	Systems commissioned	Witness of commissioning according to government approved commissioning plan.	NTE 30 months after NTP
2	Security and maintenance of camp facilities provided	Site Inspections & document review	
3	Provide on call technical support for Units 1, 3, and the switchyard	Site Inspections & document review	
4	Training of DABS staff	After government-approved training plan.	Training Plan NLT 4 months after NTP – training from
5	Construction Schedule submitted	Schedule	60 days following NTP
6	Mobilization Plan	Plan and Schedule, Charts	15 days following NTP

The estimated schedule of CLIN 6.3 is provided as a plug figure; The schedule will be developed once CLIN 6.1 is complete. Performance under Sub-CLIN 6.3 will require prior written approval of the Contracting Officer.

B. Reports

Except as noted in the table below, reports are required for each component individually. For example a security plan is required for each of the 6 components. A spiral case pressure test is only required for Component 6. Reports are listed in the table below. The contractor shall write all reports in English unless otherwise specified by the COTR. The COTR will be responsible for providing written final approval and acceptance of all reports and plans submitted by the contractor.

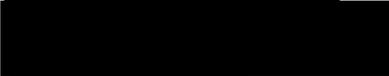
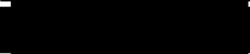
Type of Reports	Frequency	Description
A. SECURITY REPORTS		
Security Plan	30 days from NTP	Security strategy
Critical Information Reports	Immediately following incident	Section C, GS-7.3 of Attachment 10, Unit 2 Technical Document
B. MANAGEMENT REPORTS		
Implementation Plan	30 days from NTP	Plan to include, at a minimum: detailed technical approach; preliminary sketch of Kandahar East facilities (camp, substation, generation plant); performance schedule (GANTT chart by subcomponent) with key program milestones; survey plots and right of way alignments for each relevant subcomponent; proposed content of quarterly Performance Report, to include updates to this implementation plan.
Weekly Highlight Report	Weekly, delivered on Tuesday	One page or less of weekly highlights
		Short (~ 3 pages) report highlighting major

Status Report	Monthly	activities over the past month; issues if any and proposed solutions, including security issues
Performance Report	Quarterly	Within 30 days of the three month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31. They should cover the entire quarter.
Short-Term Reports	At departure of each short-term advisors/consultants on every visit	Purpose of the consultancy; progress made; observations; issues/problems; follow-on activities by the project, other advisors or counterparts. Max 3 pages in Contractor's format
Sub-Contracting Plan	30 days following NTP	In accordance with Section L.9. of RFP M-OAA-11-SPECOPS-0001, Amendment 1
Environmental Report	Annual	In accordance with Sections C. and H.
C. TECHNICAL REPORTS		
Environmental Compliance Documentation Schedule	60 days following NTP	Listing of environmental analyses required to ensure compliance with Section C.4.1.
Environmental Compliance Documents	As required, by subcomponent, IAW schedule	Initial Environmental Examinations; Scoping Statements; Environmental Assessments; Environmental Impact Statements
Quality Control Program	Draft - 30 days after NTP; final within 15 days after USAID review	Contractors QC procedures for all relevant contract activities
Health and Safety Plan and Procedures	30 days after NTP	On site health and safety plan and procedures to identify and mitigate work site safety and workforce health issues. Include incident reporting systems and update as needed.
Design Report	Design Submittals at 10%, 30%, 60%, 90%, and 100% of design completion	Civil and structural design for installation; drawing; construction methods
Construction Schedule (note specific requirements exist for components 5 & 6)	By subcomponent, NLT 2 months prior to mobilization for construction	Schedule showing mobilization, construction, demobilization, commissioning, and O&M start dates. Contractor identified milestones to be added.
Component 6: Plans and procedures for inventory and assessment of GFE	45 days from NTP	Check lists, standards, procedures, method statements, and/or other relevant details including a time line and sequencing of work for unpacking, inventory, testing, procuring missing and new equipment; ensuring full accounting and safe-keeping of all equipment for installation
Component 6: Headcover bolts & Spiral case pressure test	Witness of government approved procedure.	Prior to installation per Attachment 10, Unit 2 Technical Documents Section GS-3.1.A.4
Testing and Commissioning Report	All subcomponents, 2 months before commissioning date	Procedures, standards, and identified duties that will ensure system is safely commissioned.
Inspection and Equipment test reports	All subcomponents, Various as required	Per specifications pre- and post installation
Component 6: Index Tests	1 month after index testing is completed	Index test results including relative efficiency at GFE guaranteed points; estimated turbine

		characteristics; efficiency and output verification test results
Component 6: Report on estimated pressure rise at full-load rejection	2 weeks after testing of t-g installation	Implications and results of a full load rejection by Unit 2
Concrete strength tests; Steel reinforcements tests reports	Relevant subcomponents, various – per construction schedule	Various details per specifications
Operation and Maintenance Manuals	Relevant subcomponents, at commissioning	Final versions of manuals, draft versions to be submitted one month prior
As-built construction Drawings	All subcomponents, at commissioning	Final CADD drawings of all project drawings including but not limited to detailed layouts, civil, mechanical, and electrical design, erection, and block drawings, single-line and 3-line diagrams structures, and installation sketches.
Final Report	30 days after project close-out	The Contractor shall prepare a final report that matches accomplishments to the specific paragraphs of the Scope of Work. The final report will be drafted to allow for incremental improvements in the process, both generally within USAID and specifically with respect to this contract. The report shall describe in summary the following: 1. Activities undertaken to achieve the contract objectives. 2. Results achieved as applied to the Statement of Objectives of this contract. 3. Cost of efforts. Problems encountered and solutions undertaken.
Branding Implementation Plan	45 days after award	Per Section D.2

F.5 KEY PERSONNEL

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

<u>Position</u>	<u>Name</u>
1. Chief of Party	
2. Electrical Transmission & Distribution Lead	
3. Power Generation Lead	

(b) The contractor shall provide nominees for each key personnel position for Government approval. The contractor is responsible for providing key personnel for the term required. Failure to provide key personnel may be considered non-performance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor must immediately notify

the USAID CO and USAID Contracting Officer's Technical Representative (COTR) reasonably in advance of any Key Personnel's departure and the reasons therefore. The Contractor must take steps to immediately rectify this situation and must propose a substitute candidate in sufficient detail to permit evaluation of the impact on the activities and budget. No replacement of personnel must be made by the Contractor without the prior written consent of the CO. Additional key personnel proposed by the

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 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (AUG 2008)

(a) Contract Reports and Information/Intellectual Products.

1. The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of summary 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. These reports include approved documentation of: assessments, evaluations, studies, development experience documents, technical reports, annual reports and project closeout 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. The Contractor shall clear all reports through USAID before final submission to DEC. Further guidance may be obtained from the COTR.
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.

(i) At the same time submission is made to the COTR, the Contractor shall submit 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:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The Contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the addresses cited in paragraph (b)(1)(i) of this clause.

2. Format.

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

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Whenever possible, pages shall be printed on both sides.

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

(iv) Acceptable software formats for electronic documents are Portable Document Format (PDF) and Plain ASCII.

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

- a. USAID award number (contract, cooperative agreement, grant, etc,
- b. USAID objective title and number (if applicable),
- c. USAID project title and number (if applicable),
- d. USAID program area and program element,
- e. Descriptive title, (if non-English, a translation),
- f. Author name(s),
- g. Contractor or grantee name(s),
- h. Sponsoring USAID Agency operating unit(s), including the name of the current COTR,
- i. Date of publication, and
- j. Language of document.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICER

The Contract Administration Office responsible for post-award administration of this contract (except to the extent that authority for post-award administration has been delegated to the COTR pursuant to section G.3 is: Office of Acquisition & Assistance Office, USAID/ Kabul, Afghanistan

International mailing/Courier address:

Office of Acquisition & Assistance (OAA/Kabul)
USAID, Afghanistan
West Compound
Great Massoud Road,
Kabul, Afghanistan

US Address:

Office of Acquisition & Assistance (OAA/Kabul)
USAID, Afghanistan
6180 Kabul Place,
Dulles, VA 20189-6180

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

Office of Infrastructure, Engineering and Energy
USAID/Afghanistan,
Great Massoud Road
Kabul, Afghanistan

G.3 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 work detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COTR 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 Level of Effort (LOE). All contractual agreements, commitments, or modifications shall be made only by the Contracting Officer.

(c) In the separately-issued COTR designation letter, the Contracting Officer 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 (FAR) and Agency for International Development Acquisition Regulation (AIDAR)). 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 be 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.

(f) In case of a conflict between this contract and the COTR designation letter, the contract prevails.

G.4 PAYING OFFICE

The Contractor must submit invoices to the payment office at:

USAID/Afghanistan,
 6180 Kabul Place
 Dulles, VA 20189-6180

G.5 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)			
<i>Line Item</i>	<i>Description</i>	<i>Amt. Vouchered To Date</i>	<i>Amt. Vouchered This Period</i>
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

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 instruction 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.6 PAYMENT AND VOUCHERS

Invoices shall be submitted every two weeks and payment will be made within 14 days after receipt of a proper invoice . Invoices shall include costs incurred at the time of submission.

The Contractor shall submit one (1) original of each invoice on an SF-1034 Public Voucher for Purchases and Services Other than Personal to the Office of Financial Management (OFM). The Contractor shall submit one copy of the voucher and the invoice to the COTR.

The Contractor is encouraged to submit electronic invoices to the OFM at the following address: KabulAIDevouchers@usaid.gov. Hard copy invoices can be submitted at the address shown below.

The paying office for this contract is:
Financial Management Office
USAID/Afghanistan
Attn. Controller
6180 Kabul Place
Dulles VA 20189-6180

G.7 ACCOUNTING AND APPROPRIATION DATA

Activity: [REDACTED]
Organization: [REDACTED]
Operating Unit: [REDACTED]
Strategic Objective: [REDACTED]
Team/Division: [REDACTED]
Benefiting Geographic Area: [REDACTED]
Appropriation: [REDACTED]
Fund Account: [REDACTED]
Program Area: [REDACTED]
Program Element: [REDACTED]

Contract No. 306-C-00-11-00506-00
Black & Veatch Special Projects Corporation
Kandahar Power Initiative (KPI)

CO Reference: [REDACTED]
EOCC: [REDACTED]
CO Accounting line #: [REDACTED]
Amount Obligated: [REDACTED]

[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. Electronic access to the full text of a clause can be found at: <https://www.acquisition.gov/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
AIDAR 48 CFR Chapter 7	752.7027 PERSONNEL	DEC 1990

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

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

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

H.3 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.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Contracting Officer.

H.4 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by

USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

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

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

H.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance contractors are to contact Allied World Assurance Company. Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain DBA insurance, contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

- (A) 199 Fremont St, Suite 1700, San Francisco, CA 94105
Primary contact: [REDACTED]
Secondary contact: [REDACTED]

or

- (B) 1120 20th St, NW, Suite 600, Washington DC 20036
Primary contact: [REDACTED]
Secondary contact: [REDACTED]

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

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, GOVERNMENT FURNISHED EQUIPMENT, AND INFORMATION TECHNOLOGY RESOURCES

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

Component #1

<u>Qty</u>	<u>Description</u>
27	Laptop
56	Desktop Station
10	HP Office Jet Scanner 6110
05	Survey Equipment
05	Construction Inspection Equipment

Component #2

<u>Qty</u>	<u>Description</u>
09	Laptop
07	Desktop Station
05	HP Office Jet Scanner 6110
01	Satellite Ground Station
05	AutoCAD
05	Construction Inspection Equipment
01	Safety Equipment

Component #3

<u>Qty</u>	<u>Description</u>
02	Laptop
01	Survey Equipment
01	Construction Inspection Equipment

Program Management

<u>Qty</u>	<u>Description</u>
36	Laptop
57	Desktop Station
01	File Server
20	HP Office Jet Scanner 6110
02	HP Designjet Plotter Printer
01	PBX 24 Station
01	VOIP Switch
02	Satellite Ground Station
05	AutoCAD
03	Survey Equipment
05	Construction Inspection Equipment

Component #4

<u>Qty</u>	<u>Description</u>
03	Laptop
01	HP Office Jet Scanner 6110
01	Survey Equipment
05	Construction Inspection Equipment
03	Site Radio

Component #5

<u>Qty</u>	<u>Description</u>
09	Laptop
09	Desktop Station
01	HP Office Jet Scanner 6110
01	HP Designjet Plotter Printer
18	Firewall Appliances
01	Satellite Ground Station
05	Survey Equipment
05	Construction Inspection Equipment
01	Safety Equipment

(b) In addition to the Government Furnished Equipment listed in Section J.10, USAID/Afghanistan will provide used vehicles to be used in performance of this Contract. The estimated cost of vehicle maintenance and repair is captured within the ceiling price of the contract.

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS AND REPORTING

Contractor key personnel and/or consultants shall have English proficiency to perform contract requirements. The Contractor shall conduct all correspondence with the Government in the English Language. The Contractor shall provide Dari translations of all documents required for the execution of this project to all subcontractors. The Contractor shall be solely responsible to ensure that these documents are correctly translated from English to Dari and/or Pashtu.

H.11 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.12 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds 5% percent of the individual'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, the cognizant Contracting Officer's approval is required. The proposed increase should not exceed the TEC.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate specified in AIDAR 752.7007 above unless an advance written waiver is granted by the USAID Procurement Executive.

(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. USAID shall not reimburse any costs including airfares, mob/demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in Afghanistan.

(d) Annual Salary Increases: Annual salary increase (of any kind -- cost of living, merit, promotion increase, or any other type) of not more than 5%_ cumulatively may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in AIDAR 752.7007 above may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions: As used herein, the terms "salaries," "wages," and "compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR

752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(f) 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 be subject to restrictions on the same basis as U.S. citizens who work in the United States.

Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and 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.

(g) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the COTR; 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 CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the written approval of the Contracting Officer.

(h) Initial Salaries

The Contractor must retain any approvals issued pursuant to the 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).

H.13 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral,

on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.14 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

(a) Before Contractor (or 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/Washington 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. The Contractor must physically present these two source documents for identity proofing at their USAID/Washington 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.

(b) 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.

(c) The Contractor is required to include this provision 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.15 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor has been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.16 ENVIRONMENTAL CONSIDERATIONS

Activities under this contract may result in some environmental impact, as described in Sections C. and F. Therefore, the following conditions are required:

1. New Activities under the contract which do not clearly fit into a Categorical Exclusion will require preparation of a separate Initial Environmental Examination (IEE). No activity falling under this requirement will be implemented unless an Environmental Threshold Decision, as defined in 22 CFR 216.3(a)(2), has been reached for that activity and documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the appropriate Bureau Environmental Office (BEO). If the potential impacts are significant, resulting in a

Positive Determination, an activity specific scoping exercise and preparation of an EA, consistent with 22 CFR 216.3, will be undertaken.

2. To assure the employment of best available practices and there by minimize any environmental effects, the Contractor shall, at the direction of the COTR, as a separate and identifiable activity, prepare and provide to national and local government entities, one or more White Papers appropriate to the specific activity on mitigating adverse environmental effects in electrification/distribution, telecommunications, water and sanitation, and/or roads and transport system expansion, including best practices in facility planning, siting, installation and construction.

3. The Contractor shall employ such practices in all activities performed, technical assistance or training/education provided under the contract.

4. As appropriate for the specific activity, the Contractor shall advise the national government(s) of any environmental laws that may be applicable to the program, and provide any education, training or technical assistance required to assist the government(s) in achieving such compliance after securing approval of the COTR. Fulfilling this requirement includes creating capacity to comply with potential donor and investor environmental impact assessment requirements as well as host country environmental impact assessment laws, regulations and procedures.

5. The Contractor shall provide the COTR with a Report demonstrating its compliance with this requirement, and fully describing all actions taken and training, technical assistance, etc. provided to national and local governments, community organizations and business/households to comply with this requirement. Such a Report is to be filed annually within 60 days of the anniversary of the date of award of the contract.

6. As required by ADS 204.5.4, the USAID COTR will actively monitor ongoing activities for compliance with approved IEE recommendations, and modify or end activities that are not in compliance.

H.17 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor 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 to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/ sub-awards issued under this contract.

H.18 REPORTING ON TAXATION OF U. S. FOREIGN ASSISTANCE

(a) Annual Report. The Contractor must annually submit a report on or before November 17 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 USD \$500 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:

Financial Management Office
USAID/Afghanistan
Attn. Controller
6180 Kabul Place
Dulles VA 20189-6180

(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) Subcontracts. The Contractor/grantee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>

H.19 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.20 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_usaid/disability/

(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 women and children with disabilities.

H.21 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 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 Personal Services Contract 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 subcontract that requires the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.22 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer shall provide consent to award of subcontracts. The Subcontracting Plan shall be prepared in accordance with Section L.9(b) of RFP M-OAA-11-SPECOPS-0001, Amendment 1, and shall be submitted for approval of the Administering Contracting Officer on the date specified in Section F.4.

The Contractor must obtain Contracting Officer consent and submit the information required by the aforementioned clause for any and all subcontracts requiring consent.

H.23 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 will be approved after the contract award, and will be incorporated as a material part of this contract.

H.24 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) *Personnel Data*, of FAR clause 52.225-19 “Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008),” the Contracting Officer hereby identifies DoD’s Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html> Further guidance may be obtained from the Contracting Officer’s Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

(End of Provision)

H.25. GENDER CONSIDERATIONS

While SEPS rehabilitation activity does not specifically target women, the provision of more reliable and robust supplies of electricity has implications for households throughout the SEPS area, especially for women who are responsible for most household activities.

The Contractor shall take steps to identify and then resolve or mitigate to the maximum extent possible gender-based constraints or issues (e.g., participation in decision-making, access to/quality of employment, education or health).

H.26 DISCLOSURE OF INFORMATION

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.27 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process 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 provide a quarterly update of information on the activities under the Contract by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID/Afghanistan information system.

H.28 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and 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 travel concurrence.

H.29. SCHEDULE AND COST DEVIATION

Should the schedule or costs of any of the activities, services or deliverables provided in this contract deviate from the contractual timeframes and/or costs, the Contractor shall immediately submit to the COTR, with copy to the Administrative Contracting Officer, a cost and/or schedule recovery plan. Contracting Officer (CO) approval is required for any deviations from the Contract.

H.30 PERFORMANCE BONDS FOR NON-AFGHAN CONSTRUCTION SUB-CONTRACTS

(a) The Contractor agrees to provide performance bonds on non-Afghan construction sub-contracts only to the maximum extent practicable.

(b) Each request for consent to approve a sub-contract shall address the issue of performance bonds.

(c) The Government may require additional performance bond protection if the subcontract price is increased.

(d) **Surety or other security for bonds.** The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the **Federal Register** or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>.

[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. Electronic access to the full text of a clause can be found at: <https://www.acquisition.gov/far/index.html>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-2	SECURITY REQUIREMENTS ALT II	AUG 1996
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	JAN 2006
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 2010
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-15	PENSION ADJUSTMENT AND ASSESS REVERSIONS	OCT 2010
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
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
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	OCT 2009
52.216-9	FIXED FEE-CONSTRUCTION	DEC 2002
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	MAR 1997
52.217-2	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	OCT 2010
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	OCT 2001
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 1999
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2010
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
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 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE U.S.	MAR 2008
52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.230-2	COST ACCOUNTING STANDARDS	OCT 2010

52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-16	PROGRESS PAYMENTS	AUG 2010
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008 FEB 2002
52.232-32	PERFORMANCE-BASED PAYMENTS	AUG 2010
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
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 COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALT III	APR 1984
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-3	VALUE ENGINEERING – CONSTRUCTION ALTERNATE I	OCT 2010 APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004

	ALT I	SEP 1996
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
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	
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.227-14	RIGHTS IN DATA—GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.242-70	PERIODIC PROGRESS REPORTS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
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 AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN 2008

I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

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 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 Governmentwide 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 there under, 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 Governmentwide 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.

(End of clause)

I.3 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

I.4 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

I.5 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

(End of Clause)

I.6 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, 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 N/A upon which this contract is based.

(End of Clause)

I.7 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless—

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

NOTE:

Contractor shall provide notice of its intention to stop work when security conditions deteriorate to a level unacceptable to Contractor, and shall notify the Contracting Officer as soon as possible after the conditions arise. The Contracting Officer will provide a written response within 48 hours of notification. Should work be suspended because of security concerns for a period of more than 60 continuous days, USAID shall submit a written determination on how to proceed, and every 30 days thereafter, until the conditions are resolved.

I.8 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Afghanistan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

Note:

Host Country Taxes:

Neither the contractor nor subcontractors at any tier will pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the February 7, 1951 Agreement between the United States of America and Afghanistan.

A copy of the Agreement will be provided on request to the CO. Article III of the Agreement exempts equipment, materials and funds introduced into Afghanistan under a USAID program from any taxes.

In the event that any exempt taxes are paid by the contractor or its subcontractors at any tier, they will not be reimbursed to the contractor by USAID.

The contractor will immediately notify USAID (both the CTO and the contracting officer) if any such taxes are assessed against the contractor or its subcontractors at any tier.

A clause similar to this, including this sentence, must be included in all subcontracts

1.9 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of—

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

I. 10 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.

(End of Clause)

I.11 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.

(End of Clause)

[END OF SECTION I]

PART III - List of Documents, Exhibits, and Other Attachments

SECTION J – LIST OF ATTACHMENTS

Hard copies of the following documents are attached at the end of this document; however, some of the forms can be accessed electronically at: <http://www.usaid.gov/forms/>.

ATTACHMENT #	TITLE
Attachment 1	Diagram D-1 Kandahar Power Distribution
Attachment 2	Diagram D-2, Durai Junction Single Line
Attachment 3	Diagram 3, Durai Junction Location
Attachment 4	Diagram D-4, Durai Junction Camp Layout
Attachment 5	Transformer Technical Specifications
Attachment 6	Breaker technical specifications
Attachment 7	BVSPC's Kandahar Camp layout drawings
Attachment 8	Diagram D-6 KIP to DABs single line
Attachment 9	Diagram D-7 Kajakai Substation Single Line
Attachment 10	Unit 2 Technical Documents
Attachment 11	List of GFE
Attachment 12	AID 1420-17 Contractor Employee Biographical Data Sheet forms. This form can be accessed electronically at: http://www.usaid.gov/forms/ .
Attachment 13	Initial Environmental Examination
Attachment 14	BVSPC conditions of award
Attachment 15	Contractor Policy For Workday, Workweek, And Paid Absences
Attachment 16	Mission's Local Compensation Plan
Attachment 17	Registration and Tax Exemptions in Afghanistan
Attachment 18	Afghan First Policy

[END OF SECTION J]

[END OF CONTRACT]