



**SOLICITATION, OFFER
AND AWARD
(Construction, Alteration, or Repair)**

1. SOLICITATION NO.
M/OP-03-590

2. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)

3. DATE ISSUED
02-12-2003

PAGE OF PAGES
1

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

4. CONTRACT NO. _____ 5. REQUISITION/PURCHASE REQUEST NO. _____ 6. PROJECT NO. _____

7. ISSUED BY _____ CODE _____ 8. ADDRESS OFFER TO _____

USAID/M/OP/E & E
ROOM 7.09-102
RONALD REAGAN BUILDING
1300 PENNSYLVANIA AVE., NW
WASHINGTON DC 20523-7100

9. FOR INFORMATION CALL: _____ A. NAME _____ B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) _____

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):
TO REBUILD PORTS, AIRPORTS, THE ELECTRICAL POWER SYSTEMS, ROADS, BRIDGES, RAILROAD INFRASTRUCTURE,
POTABLE WATER AND WASTE WATER TREATMENT FACILITIES, SOLID WASTE MANAGEMENT
SERVICES, SCHOOLS AND HEALTH FACILITIES, IRRIGATION SYSTEMS, AND SELECTED
LOCAL GOVERNMENT BUILDINGS IN IRAQ IN ORDER TO RESTORE FUNCTIONING OF IRAQ'S INFRASTRUCTURE.
SPECIFICS ARE CONTAINED IN SECTION C.

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many
calendar days after award in Item 12B.)
 YES NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 4:00 P.M.
(hour) local time 2/27/2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
---	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)() 7
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY
---------------------	------	-----------------------------

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	--

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
--	--

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

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SF 1442 SOLICITATION, OFFER, AND AWARD
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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is:

To provide the successful design, rehabilitation, upgrading, reconstruction and construction in Iraq of one port, five airports, electric power systems, road networks and rail systems, municipal water and sanitation services, school and health facilities, select government buildings, and irrigation systems as well as institutional capacity building for operation and maintenance and roadmaps for future longer term needs and investments in support of the Iraq Infrastructure Reconstruction Program.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. The Government will issue Job Orders (JO) to undertake the design, rehabilitation, reconstruction, construction and upgrading efforts. Technical Directives will be used to have the assessments undertaken within the limitations set forth in Section G. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified herein.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$.00. The fixed fee, if any, is \$.00. The estimated cost plus fixed fee, if any, is \$.00.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$.00. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 PRICE SCHEDULE

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>COST</u>
0001	Salaries:	
0001A.	Long Term	
	No. of Person days: _____	
0001B	Short Term	
	No. of Person Days:_____	
0002.	Fringe Benefits	
0003.	Allowances	
0004.	Travel and Transportation	
0005.	Vehicles	
0006	Equipment and Furnishings	
0007.	Supplies	
0008.	Other Direct Costs (rents, Utilities, other insurances, fuel,etc to be detailed in Cost proposal)	
0009.	Subcontracts	
0010.	Repairs, rehabilitation, reconstruction, construction and upgrading projects	\$000,000,000
0011.	Indirect Costs	
0012.	Fixed Fee	_____
	TOTAL	\$_____

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period
		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined
Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****IRAQ INFRASTRUCTURE RECONSTRUCTION****C.I. BACKGROUND**

The United States Agency for International Development (USAID) has the mandate to rebuild infrastructure and public facilities and services in a post war Iraq. The Administration's goal is to provide tangible evidence to the people of Iraq that the U.S. will support efforts to bring the country to political security and economic prosperity. To accomplish this goal, USAID will provide resources and technical expertise to rebuild potable water and wastewater treatment facilities; schools and health facilities; ports and airports, the electric power system, roads and bridges; railroad infrastructure; solid waste management services; irrigation systems, and selected local government buildings. This program will seek to address the immediate short-term objectives of rebuilding urban and rural infrastructure to accelerate economic growth and the reconstruction of public health and educational facilities to protect human health and to promote productivity. A priority medium-term objective is to invest in human and institutional capacity-building to better operate and maintain infrastructure and service delivery systems. The U.S. government envisions a post-war reconstruction effort as a highly visual symbol of good faith toward building trust for economic, social and cultural benefits as well as for political stability in the region.

C.II. PURPOSE

The purpose of this contract is to provide construction services in support of an Iraq Infrastructure Reconstruction Program. The Contractor will assure the successful design, rehabilitation, and construction of infrastructure projects in support of United States Government's (USG) assistance to Iraq in the areas of port and airport rehabilitation, electric power systems, road networks and rail systems, municipal water and sanitation services, school and health facilities, select

government buildings, and irrigation systems. To ensure the sustainability of projects, an institutional capacity building component for operation and maintenance will be implemented for all sectors. The activities carried out under this contract are designed to contribute to short-term infrastructure reconstruction, while laying the groundwork for longer-term systemic sector reform.

III. STATEMENT OF WORK

The Infrastructure Reconstruction Program consists of four main components:

- a. engineering and construction of selected infrastructure facilities;
- b. institutional capacity building for operation and maintenance;
- c. provision of infrastructure-related equipment and materials;
and
- d. developing a roadmap describing how these facilities might be sustainably managed over the long-term.

Construction will build on civilian and military relief activities as well as activities designed to rebuild the social and economic infrastructure of Iraq. Initial activities will be designed for the basic level of infrastructure rehabilitation necessary to restore functionality and ensure its continued use. USAID will determine regional and sectoral priorities in collaboration with civilian and military authorities, international relief and development organizations, USAID implementing partners, the Contractor, and other US Government agencies. Based on the recommendations of the contractor USAID will approve the individual projects to be implemented under this program. The Contractor shall furnish all plant, labor, materials and equipment to perform all work in strict accordance with these specifications and Job Orders. The Contractor may be required to meet compressed schedules to deal with emergency or urgent requirements. Projects will be identified in each Job Order. Assessments will be undertaken through Technical Directives from the Cognizant Technical Officer. The roads and facilities may be in full operation, thus, the Contractor will minimize interference with their daily operation to the maximum extent possible. The Contractor will be responsible for providing all personnel, equipment, materials, supplies and facilities for its use in order to accomplish the work hereunder.

C.III SPECIFIC TASKS

C.III.1 Pre-positioning and Mobilization

The activities under this task shall include:

- (a) establishing the technical team and developing working relationships with relevant contractors, NGOs, and U.S. officials;
- (b) identifying immediate priorities and mobilizing resources to address them;
- (c) making initial project procurements, such as diesel generating packaged water treatment plants, construction materials and sets, equipment, fuel;
- (d) initiating key contracts for commodities or services;
- (e) pre-positioning contractor staff and equipment in the region to carry out the reconstruction tasks;
- (f) set-up and equip office(s) in-country and/or in neighboring countries. The contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country expatriate staff.
- (g) The contractor will calculate estimated monthly fuel requirements for all program requirements, including fuel for operation of generator sets, vehicle use, heating fuel, pump operation, etc. for up to one year and submit within three weeks of contract start date. The contract must be prepared to implement the program in a number of geographical areas simultaneously.

C.III.2 Rapid Assessment of Infrastructure Conditions in Selected Regions

Assessment will commence in regions as soon as they become secure for civilian relief and reconstruction activities. Civ/Mil and DART assessments will be available to guide the contractor's assessments, and to identify emergency activities for immediate implementation. The contractor should be prepared to act immediately to address emergency and priority activities identified through the Civilian/Military and DART assessments.

The rehabilitation of Umm Qasr Port and selected airports will be an immediate priority for program activities. Given their importance as gateways for the delivery of relief and reconstruction material and personnel the contractor should be prepared to begin rehabilitation and repair at these locations immediately. USAID will award separate contracts for airport and

port administration at two international and three domestic airports to be identified by USAID, and the Umm Qasr Port. The contractor should work closely with the port and airport administration contractors in determining the needs to make the infrastructure functional and undertake priority repairs and rehabilitation.

The provision of potable water to Southern Iraq will also be an immediate priority. The water supplies, both water supply distribution systems and commercial delivery of trucked water, could be disrupted in Southern Iraq and there may be an immediate need for ensuring the population has access to potable water.

As a permissive environment is established for relief and reconstruction activities the contractor should focus immediate activities on construction needs related to supporting the relief efforts as well as ensuring basic health and sanitation and the restoration of key services. Establishing reliable transport links, restoring electricity supply, ensuring potable water supplies, and supporting the delivery of basic health care and education should be initial priorities.

It is anticipated that this program will ultimately operate nationwide. As a permissive environment is established in regions, the Contractor shall conduct rapid assessments of the condition of water, wastewater, and solid waste infrastructure; health and education facilities; airports; electric power systems; irrigation; the primary and secondary road networks; rail system; and key government facilities. The Contractor will consult with civilian and military officials, USAID Local Development Advisors, other USAID contractors, and other local stakeholders to solicit input on their reconstruction, repair, rehabilitation, and/or upgrade priorities. USAID supported education and health contractors will inventory education and health infrastructure and identify needs for repair and rehabilitation. These reports will be made available to the contractor for use in the contractor's assessment.

The assessment(s) shall include the following information and must be submitted two weeks after entering a secure area:

- System configuration and condition of electric power systems, water and wastewater treatment plants, sanitation services, and irrigation systems, road networks, rail systems, and evaluation of the building stock in the health, education, and selected government sectors. This

would include identifying the type and source of the existing equipment.

- The requirements, including both systems and equipment, in the specified geographical areas for restoring critical services from the power and water systems, wastewater treatment facilities, sanitation services, road and rail systems, health facilities, schools, irrigation systems, and selected government buildings. This should include a summary of the estimated impact of the repair and its significance with regards to system operation.
- An identification and categorization of emergency, short-term, and potential longer-term needs in the above infrastructure sectors.
- An identification of potential issues or challenges in restoring critical infrastructure, including the needs for demining and/or dealing with unexploded ordinance.
- An identification of the existing organization for operation and management of the critical facilities.
- Recommendations for areas of intervention that will address priority needs for restoring critical infrastructure and services, and the associated costs.

C.III.3 Implementation Plan

Once USAID has reviewed the recommended interventions and selected those to be undertaken, the Contractor shall prepare a 12-month implementation plan for carrying out the approved reconstruction, repair, rehabilitation, and/or upgrade activities within the respective geographical area. The implementation plan shall be updated and extended every quarter. The plan shall allow USAID and the Contractor to monitor, maintain control and exercise direction as appropriate. Elements of the plan shall include:

- a) the breakdown and description of the activities in the total program;
- b) an environmental assessment of the project activities per USAID Environmental Guidelines (CFR 216), and appropriate mitigation dimensions incorporated into each project activity;
- c) the identification of critical completion milestones and project interfaces;
- d) a projection of program budget and schedule of disbursements.

C.III.4 Infrastructure Reconstruction, Repair, Rehabilitation, and Upgrade

The Contractor shall be responsible for the provision of all personnel, equipment, materials, supplies, and facilities for use in carrying out the reconstruction, repair, rehabilitation, and/or upgrade program, which will include the following.

C.III.4.1 Umm Qasr Port***C.III.4.1 a. Initial Port Assessment***

In conjunction with the Port operations management contractor, the contractor shall provide an assessment of all port resources, systems, utilities and facilities in place for the control, safety, service and security of vessels at the Umm Qasr port. The assessment shall include an analysis of current conditions, possible future levels of port performance and a prioritized list of improvements necessary to achieve those various future levels of performance including channel dredging and marking of sunken vessels. Any current impediments for achieving future levels of performance shall be noted. The assessment shall include a prioritized list of improvements necessary to assure the port operates in accordance with International Maritime Organization (IMO) standards and requirements. All suggested improvements to meet various future levels of performance shall be accompanied by a cost analysis for the improvements prepared by the contractor. The local maritime authority (if any) shall be consulted and a limited environmental impact and mitigation assessment conducted.

The port will be turned over to the contractor free of mines obstructing the waterway, and with basic mine and booby trap assessment, and demining and ordinance removal, conducted by the DOD on principal port facilities and access routes. The contractor should nonetheless conduct an independent mine and booby trap assessment, ensure potentially mined or booby trapped areas are secured, and undertake any additional measures necessary to establish the safe functioning of the port.

C.III.4.1b. Planning and Implementation of Port Improvements

Following completion, and approval by USAID, of an initial port assessment for Umm Qasr, the Contractor will proceed to plan the implementation of recommended port infrastructure improvements. The Port administration contractor will undertake initial rehabilitation under their contract to restore or maintain basic functioning of the port. The construction contractor must

ascertain what initial infrastructure construction and/or rehabilitation efforts have already been undertaken and what additional steps need to be taken to upgrade the port to the capacity identified in the following benchmarks. The construction contractor shall prepare an adequately detailed plan identifying material needs and specifications, implementation method, training needs, and budget for the work to be undertaken. This plan shall be submitted to USAID for review, comment, and approval.

Plans for port improvement must give priority to the most immediate improvements required to facilitate the adequate flow of USAID-funded materials, supplies, and commodities. As dredging is a known need, the contractor should prepare dredging services during the mobilization period in order to begin dredging activities immediately. The Contractor will work closely with the USAID Contractor undertaking port operations management. The quantity and quality of proposed immediate improvements should be linked to the quantity and type of USAID and other donor supplied materials, supplies and commodities likely to be shipped through the port. The plan should, as feasible and needed, provide options with respect to the amounts and types of improvements to be made as they relate to the amounts and types of materials, supplies, and commodities that could be shipped through the port. Desirable improvements of secondary priority may be set out in the plan, but these should be restricted to those most directly linked to facilitating the flow of USAID-funded materials through the port. As required, plans should identify steps to be taken, along with material and training needs to strengthen national or local management of port improvements in a sustainable manner.

C.III.4.1c Benchmarks For Rehabilitation Of The Port

1. The Contractor will assess port facilities, verify channel and berth depth, and assess freight handling equipment within two weeks of gaining access to the port.
2. The Contractor will mobilize to Kuwait and locate and arrange a dredge no later than 3 weeks from the effective contract date.
3. Within the first 8 weeks from gaining access to the port, the port will allow 50,000 T ships to unload containers and pallets, accommodate 3 berths, and facilitate an unloading capacity of 5 days per ship.
4. The contractor will install 3 vacuators, 6 cranes and small equipment, as well as ensure 6 berths are returned to operational condition within 90 days of program start date.

5. The channel will be charted and hazards identified within 90 days of program start date.
6. The Contractor will arrange for the arrival of the dredge and commencement of work on the channel and berths within 60 days from the effective contract date.
7. Within 120 days from gaining access to the port, 6 berths will be in operational condition, ships of 75,000 T can dock at one berth, and unloading capacity per ship will be 72 hours.
8. Within 150 days from gaining access to the port, the Contractor will repair and ensure functional local dredges, remove wrecks from the channel, ensure 9 berths are in operational condition, and an unloading capacity per ship that does not exceed 48 hours.
9. Within 180 days from gaining access to the port, the port will allow for docking of 75,000 T ships and 6-12 berths in operational condition for bulk and other cargo.
10. Within 1 year from gaining access to the port, 12 berths will be restored to a condition that permits the handling of containerized, palletized and bulk cargo.

C.III.4.2 Airport Repair and Maintenance

Functional airports are critical to an adequate flow of relief and reconstruction materials and personnel in support of relief and reconstruction efforts. The Contractor will undertake repair of select airports in Iraq, specifically two international and three domestic airports, to be specified by USAID.

C.III.4.2 a *Initial Airport Assessments*

In conjunction with the airport administration contractor, the contractor shall provide an assessment of airport resources, systems, utilities and facilities in place for the control, safety, service and security of aircraft at two international and three domestic airports in Iraq, to be specified by USAID. The assessments shall include an analysis of local and international airport infrastructure requirements - including a limited environmental impact and mitigation assessment -- as well as current conditions, possible future levels of airport performance and a prioritized list of improvements necessary to achieve those various future levels of performance. The contractor shall review systems and facilities required to permit the airports to operate at required current minimal and possible future levels. Any current impediments for achieving future levels of performance shall be noted. The assessment shall be mindful of industry best practice for control and safety of aircraft, personnel and cargo. The assessment shall

include a prioritized list of improvements necessary to assure the airports operate in accordance with ICAO standards and requirements. All suggested improvements to meet various future levels of performance shall be accompanied by a cost analysis for the improvements. The local civil aviation authority shall be consulted.

The airport will be turned over to the contractor after DOD demining of the runways and access routes and the immediately adjacent area, and with basic mine and booby trap assessment and demining and ordinance removal on principal airport facilities. The contractor should nonetheless conduct an independent mine and booby trap assessment, ensure potentially mined or booby trapped areas are secured, and undertake any additional measures necessary to establish the safe functioning of the airport.

The contractor will complete airport assessments within two weeks of obtaining access to the airport. It is assumed that assessments will be phased corresponding to available access to the facilities. The focus will be prioritizing those issues and recommendations most directly required for the transport of relief and reconstruction personnel, materials, equipment, and supplies. Desirable but not priority airport improvements shall be included only when they have the potential to impact negatively on the adequate flow of critical personnel and goods. Initial airport assessments should include an executive summary, a concise background of existing status and conditions, a concise description of constraints (particularly those that may impede the adequate flow of relief and reconstruction materials, supplies, and personnel), and a concise set of recommended solutions to priority constraints. Areas needing further inquiry should be identified provided they have a reasonably direct bearing on improving specific airport infrastructure to meet USAID needs. Initial airport assessments should include an illustrative but reasonably accurate budget for priority improvements and, as feasible, present expenditure options related to increased levels of airport improvement.

C.III.4.2 b *Planning Implementation of Airport Improvements*

Following completion and approval by USAID of initial airport assessments, the Contractor will prepare a plan for the implementation of recommended airport improvements in conjunction with the airport operations management contractor identifying actions to be taken by each party. This plan shall be submitted to USAID within two weeks for review, comment, and approval.

Plans for airport improvement must give priority to the most immediate improvements required to facilitate the adequate flow of relief and reconstruction materials and personnel. The quantity and quality of proposed improvements should be linked to the quantity and type of relief and reconstruction materials, equipment, supplies and commodities likely to be delivered through the airports. The plan should, as feasible and needed, provide options with respect to the amounts and types of improvements to be made as they relate to the amounts and types of materials and personnel that could be delivered through the airport. As required, plans should identify steps to be taken, along with material and training needs to strengthen national or local management of airport improvements in a sustainable manner. The Contractor shall work closely with the USAID contractor responsible for airport administration.

C.III.4.2c Deliverables/Benchmarks Airports:

1. The Contractor will begin repairs to runways and other critical facilities within 30 days from gaining access to the site.
2. The Contractor shall ensure that the infrastructure at the first international airport to be reconstructed is sufficient to handle international freight and passenger service during both daylight and nighttime hours within 6 months from gaining access to the site.
3. The Contractor shall ensure that the infrastructure of two major International airports are sufficient to handle international freight and passenger service within 12 months of start date. By the end of one year, it is anticipated that international commercial air links and international air connections will be restored.

C.III.4.3 Electric Power Systems: Under this component, the Contractor will reconstruct, repair, rehabilitate, and/or upgrade the power system including generation, transmission, and distribution in order to restore and improve power supply. The Contractor's assessment should focus on the condition of existing power facilities and systems in-country to identify critical and emergency repairs that will lead to rapid and significant improvements in the quality and reliability of electricity services. The assessment will include an analysis of the configuration and condition of the power system including power plant capacities and availability; fuel use capabilities; system condition and original sourcing of equipment; system control and operation systems; and transmission and distribution

networks and their condition. Information on supply and demand including generation and loss estimates; profile of consumption by customer category, including estimates of unmet demand (if any); load profile including daily and seasonal peaks; estimated geographic distribution of the demand including ethnic groupings and information on distributed generation shall also be included. It is envisioned that by the end of the contract reliable power will be available to at least 75% of the population.

The Contractor will focus immediate repair activities on restoring or maintaining electric supply to key services such as health facilities and water supply systems. Generator sets will be supplied where necessary to restore immediate electric supply, remaining as a back up once grid supply is re-established. It is envisioned that up to 500 generator sets will be required to ensure the immediate functioning of facilities crucial to the health and welfare of the population and in support of humanitarian, relief, and reconstruction activities. Within 6 months the contractor will be expected to establish reliable electric supply to 40% of the previously serviced population in permissive areas. It is estimated this will entail repair of 15% of the HV & LV distribution network, up to 50 substations, and 5 generation plants. Within 12 months generating capacity will be restored to 75% of the pre 1991 level of 9000 kw and up to 110 substations and 10 generation facilities will be rehabilitated.

C.III.4.4 Roads and Bridges: This component will reconstruct, repair, rehabilitate, and/or upgrade selected primary and secondary roads that are needed to move goods and services quickly and cost effectively between major population centers. The contractor should focus immediate road and bridge repair on establishing reliable transport links in support of humanitarian, relief, and reconstruction activities. Within 6 months the contractor will have clear and open roads, and key bridges repaired or bypassed, to re-open half the economically important road network, estimated at up to 2,230 kilometers of roads and 100 bridges. Within 12 months it is anticipated that the contractor will ensure that all economically important road network links, estimated at up to 4,476 km, will be clear, and open to regular traffic.

C.III.4.5 Rail Networks: This component will reconstruct, repair, rehabilitate, and/or upgrade selected fixed and mobile railroad infrastructure that is needed to facilitate the movement of passengers and goods quickly and effectively between

major urban and industrial centers. The contractor will be responsible for repairing critical track bed sections, rail bridges, stations, locomotives, rolling stock and other essential infrastructure. The contractor should focus immediate activities in permissive areas on establishing functioning rail transport of bulk grain and fuel, both critical elements to humanitarian, relief, and reconstruction activities.

C.III.4.6 Water, Wastewater, Solid Waste Management Systems:

This component will reconstruct, repair, rehabilitate, and/or upgrade water treatment plants, distribution systems, and pumping stations; wastewater collection systems, pumping stations, and treatment plants; and solid waste collection equipment and disposal facilities.

Iraq has 250 water treatment plants that service 12.9 million people, 14 wastewater treatment plants, and 1,250 wastewater pumping stations. All systems are currently operating at a highly degraded level of performance, and will likely suffer further degradation as a result of a conflict. The contractor will commence repairs of water infrastructure in 10 urban areas within the first month. Within the first 6 months the contractor will repair or rehabilitate critical water treatment, pumping and distribution systems in 15 urban areas. Within 12 months potable water supply will be restored in all urban centers. By the end of the program approximately 45 urban water systems will be repaired and put in good operational condition and environmentally sound solid waste disposal will be established. In approximately 10 urban centers wastewater collection systems will be repaired and treatment systems will be restored to at least primary treatment.

In smaller towns and villages water, wastewater, and solid waste systems will be repaired or rehabilitated as needed and as identified by local development advisors. The Contractor will coordinate closely with USAID health contractors and public international organizations such as UNICEF in assessing the water and sanitation rehabilitation and reconstruction needs.

During the initial 60 days of the program the contractor will focus its water sector activities on ensuring the provision of potable water supplies to the population of Southern Iraq. Water is supplied in this region through several mechanisms - piped water systems, trucked water, and commercially supplied bottled water. It is anticipated that disruptions to electric supply, as well as possible damage to supply and distribution systems will severely compromise the integrity of piped water systems during

the initial stages of the program. Moreover, populations served by trucked and bottled water could find transportation routes, or supply sources, disrupted. An immediate critical priority in the dry regions, and the marsh region where potable water is available only by trucks, will be re-establishing distribution of potable water to the population. The contractor should use every means possible to restore potable water supplies to this region. A separate USAID program being implemented by USAID/OFDA/CDM will be addressing water supplies for Internally Displaced Persons. The contractor should liaise with this program, determine the gaps in potable water supply for the remainder of the Southern Iraq population, and implement a program to fill those gaps on an emergency basis.

C.III.4.7 Schools, health facilities and selected local government buildings: Iraq has 270 general hospitals, 5 medical college hospitals, 33,000 hospital beds, and 995 civilian primary medical care centers. 9,400 physicians service a population of 25 million with only limited support of health paraprofessionals. USAID's goal, in collaboration with international organizations, is to fulfill the basic health needs (immunizations, maternal health, treatment of major childhood illnesses, emergency and primary response to illness and trauma, and functioning referral hospital in the major cities) to the Iraqi population within 12 months through provision of medical supplies and equipment, direct health service delivery, public education, and rehabilitation of health infrastructure.

In support of this effort, the contractor will repair and/or rehabilitate one referral hospital in each major city, establishing within them the infrastructure to support advanced medical and surgical services for critical cases, up to 100 general hospitals throughout the country, and selected Ministry of Health buildings. The total number of facilities across all sectors will be determined at a later date based upon need and on the availability of funding. Priorities will be established in conjunction with USAID, other donor supported health initiatives, and local health officials. Immediate activities will be focused on supporting initiatives to address critical immediate health care. A USAID supported program to provide medical supplies and re-establish basic health care will be operational throughout the country. The contractor should coordinate closely with this and other international programs as well as local health officials in identifying priority needs in facility rehabilitation.

There are over 11,000 schools throughout Iraq. Over 80% of these are in poor physical condition, lacking the basic amenities conducive to effective education. A USAID supported program to re-invigorate education with modern educational materials and techniques and expand literacy will be operational throughout the country. The contractor should coordinate with this program, as well as local officials, USAID and DOD local development staff, and the Ministry of Education in determining priorities and needs. Within 6 months the contractor will repair or rehabilitate up to 3000 school buildings. Within 12 months the contractor will repair or rehabilitate up to a total of 6,000 school buildings and selected Ministry of Education buildings.

C.III.4.8 Irrigation systems: USAID's strategy for revitalization of the rural sector focuses on restoring national food security requirements through rehabilitation of agricultural production. Agriculture production in Iraq has been seriously degraded during the last decade. Current grain production of 2 mmt is less than half that required to meet minimum grain needs. The current irrigated crop area of 1.5 million hectares is less than half the area irrigated in the 1980's. USAID agricultural programs will provide agricultural inputs and assist in establishing market based food distribution systems. In support of these efforts the contractor will repair or rehabilitate up to 1000 kms of irrigation and drainage canals and up to 400 flow control structures. The contractor will work with USAID agricultural program staff in determining priority needs for repair.

C.III.5 Institutional Strengthening

The Contractor shall involve, to the extent practicable, existing government institutions and utilities in the implementation of the repair and rehabilitation activities while at the same time laying the foundation for policy, institutional, and financial reforms.

In order to ensure the sustainability of program activities, the Contractor shall provide technical assistance and training to build the capacity for effective operation and maintenance of the electric power system; roads and bridges; railroad infrastructure; potable water and wastewater treatment facilities; solid waste management services; schools and health

facilities; irrigation systems, and selected local government buildings.

The Contractor shall also develop a restructuring and reforms roadmap which will identify future longer term needs and investments to sustain the operations of the above sectors both financially and institutionally.

C.III.6 Project Management

C.III.6.1. Subproject Implementation

The preferred method of subproject implementation will be direct subcontracting with private subcontractors. On a case by case basis USAID will consider permitting: (I) the contracting of foreign government owned organizations in instances where private firms are not available or qualified to meet the requirements of the project; and/or (II) the use of grants to qualified NGOs as the most effective mechanism to realize reconstruction efforts. Prior USAID approval is required in accordance with 22 CFR 228 and/or ADS 302.5.4 in order to use foreign government owned organizations or subgrants.

C.III.6.2. Job Orders

Job Orders will be issued for all infrastructure repair, renovation, and/or upgrading activities and any related procurement of equipment, supplies and materials as required. The Job Order will be a letter or other written communications signed by the Contracting Officer or a duly warranted Administrative Contracting Officer with the technical concurrence of the Cognizant Technical Officer and will authorize the Contractor to proceed to implement the activity under CLIN XXXX . A Job Order does not add funding to the contract. Each Job Order will: I) be sequentially numbered; II) include a job description, benchmarks, detailed budget, and any consent to subcontract if known; and III) include funding (full or incremental) for that effort or "job."

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

- The need, availability and value of a performance or payment bond

- Specific performance or quality standards
- Environmental review conclusions and recommended actions
- O&M issues and recommended actions; and/or
- If applicable, whether a foreign government owned organization or subgrant would be used.

The USAID Contracting Officer may to issue unilateral job orders based on the information received in an assessment or implementation plan with ceiling costs when deemed necessary to effect a rapid intervention. An example could be repair of an airport runway.

If the Contractor finds that it cannot proceed with a subcontract or purchase of goods/services as described in the approved Job Order for reasons beyond its control, the Contractor must seek and obtain written approval by the Contracting Officer with technical concurrence from the CTO. USAID shall not be liable for any costs incurred by the Contractor in excess of that contained in the Job Order.

C.III.6.3. Cost Control Reporting System.

The Contractor shall develop a cost control reporting system including financial data required by USAID to monitor progress of cost versus budget for each task and project in the total program. The ability to forecast cost based on changes in project conditions is essential as each element progresses through its various stages. This includes the provision of "look ahead" schedules, "earned value" analysis and simulations capable of depicting "what if" scenarios.

C.III.6.4. Quality Control (QCP) and Quality Assurance (QAP) Programs

The Contractor's Quality Control Program (QCP) shall be an integral component of the management of construction activities and its Quality Assurance Program (QAP). The Contractor shall develop and submit to USAID for approval a comprehensive listing of criteria for development of the QCP. The clear authority to stop work of subcontractors under the project shall be evident. The Contractor shall audit the QAP as established by each subcontractor.

C.III.6.5. Demining

As with any post-war reconstruction program, the problem of land mines, booby traps and unexploded ordnance will require extreme

vigilance and specific measures to reduce risk to construction workers, program monitors and other individuals involved in project implementation. Since many of the projects will be in former areas of conflict, it must be assumed that landmines will be present and that special provisions must be made for their clearance. DOD will establish a Mine Action Center to advise civilian organizations of known mine areas.

The contractor will undertake an initial de-mining assessment for each approved project site to determine the potential presence of mines. The contractor will use all available sources of information such as the DOD Mine Action Center, local civilian and military officials, community leaders, and local citizens in assessing the potential for mines. If it is determined that the site requires de-mining, the contractor will conduct de-mining to a reasonable level of confidence before undertaking any construction or repair work.

De-mining assessments will be incorporated as a direct cost to the construction contract. The de-mining of project sites will be attributed to the cost of implementation of the individual project and will be incorporated into any Job Order.

Despite official designation and notification that an area or community is free from mines, booby traps and UXO, the possibility still exists that some mines or ordnance could remain hidden or undiscovered. The Contractor assumes all such risks. Therefore, the Contractor shall, in addition to Defense Base Act (DBA) insurance, carry other appropriate "all risk" insurance against potential liabilities, sufficient to protect the Contractor and the U.S. Government against all liabilities for accidents due to the presence of landmines, UXO, or to other dangers present in working in Iraq, including ethnic or tribal conflicts. The cost of such insurance shall be reimbursable under the contract, provided that such cost is reasonable and the Contractor shall make every effort to obtain the most cost effective coverage.

C.III.6.6. Contractors Construction Manual

The Contractor shall prepare a construction manual which will set forth guidelines and requirements for the subcontractor's working relationship with the Contractor. All standard forms required by USAID shall be included in this manual as well as the appropriate procedures and forms that the Contractor may propose to facilitate the monitoring of the contracts. This manual should be provided to each subcontractor in a language

the subcontractor understands at the time each subcontract is executed.

C.III.6.7. Construction Risk Management Program (CRMP)

The Contractor shall develop and submit for USAID approval a Construction Risk Management Program (CRMP). The CRMP will establish a "base-line" or prior existing conditions on the work sites and those areas adjacent or otherwise to the work sites which can be affected in some manner by the work activities. A CRMP may not be required where the project is restricted to replacement of equipment.

The CRMP shall include, but not limited to the survey, measurement and recording of the following parameters as may be appropriate to the project: ground and structural elevations; ground water levels; soil conditions; vertical alignment of structures and other conditions affecting construction.

The Contractor shall participate together with representatives of its subcontractors and USAID in regular monthly examinations of the "base-line" conditions and shall maintain a log of the values recorded and photos taken during these examinations, in such a fashion that comparison with previous values recorded can easily be done and trends readily identified. The Contractor shall regularly review the subject logs and immediately discuss with the pertinent subcontractors and USAID, any finding determined to require consideration of a change in method of construction or some remedial action.

C.III.6.8. Subcontractor Notices to Proceed and Notices to Commence

The Contractor shall prepare and issue Notices to Proceed and Notices to Commence Construction to the subcontractor, as necessary. Prior to issuing any Notice to Commence, the Contractor shall certify that, in accordance with the pertinent contract, the subject subcontractor has submitted a Quality Assurance Program (QAP) and CRMP for the work involved and the Contractor has approved it. Any third tier subcontractors need be specified.

C.III.6.9. Safety Program

The Contractor shall audit/monitor all Safety Program procedures.

C.III.6.10. Security

The Contractor shall develop a security plan to safeguard all project operation and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors as well.

Deployment into Iraq will not occur until a secure environment is available. The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and security for in-country staff, office(s) and expatriate residence(s).

Special Security Conditions: U.S. Citizenship is required of key personnel selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted for key personnel. USAID/SEC will be responsible for validating security clearances of all proposed/selected key personnel and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas.

No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the designated USAID CTO who him/herself must possess a valid "Secret or Top Secret" security clearance. Any public release of information regarding this award must be approved in advance of release by the USAID Mission Director/Representative or the Contracting Officer (refer to Section H.10 of this contract for specific security guidance).

C.III.6.11. Inspection, Measurement and Construction Monitoring

The Contractor shall inspect, measure and monitor all materials and equipment testing , and all construction activities associated with this project to verify that all work is executed in accordance with the contract conditions and is consistent with good engineering practices. In this regard, the Contractor shall:

- a. Provide qualified management, technical and clerical on-site staff that is necessary to perform all services related to this contract
- b. Develop and maintain a Unit Cost Database to provide unit cost information for use in cost estimating and analyzing subcontractor cost proposals. The initial version of the database shall be completed by the end of the fourth month of the contract and must take into consideration the differences in unit costs for the various regions of the country based upon terrain, distances and current labor rates for an area. The Unit Cost Database shall be updated monthly.
- c. Review the design, specifications of materials, investigation reports and other technical documentation submitted by a subcontractor.
- d. Review the subcontractor's Critical Path Method (CPM) construction schedules for compliance with the subcontract documents, and accept or reject the subcontractor's CPM construction schedules. The Contractor shall integrate the subcontractors' CPM schedules into the Project Implementation Plan and Schedule.
- e. (a) Hold meetings with the subcontractors, as necessary, which may be attended by USAID representatives to review the progress of work; record and distribute minutes and decisions.

(b) Hold weekly meetings with USAID engineers and CTO to keep them informed on current problems and construction plans.
- f. Provide proper training for host country personnel employed by the Contractor in maintaining proper records for monitoring construction projects to ensure they meet USAID requirements.
- g. Review subcontractor submittals for compliance with the contract documents or specifications. Accurate records shall be maintained relative to date due, date received, date review completed, date returned and/or any action required.

- h. Conduct, as necessary, inspections of the project site to determine the environmental setting and assess the potential for impact as a result of project implementation.
- i. Receive, review and ultimately approve, the following documentation:
 - Environmental certification;
 - Implementation plans and schedules;
 - Operating and maintenance manuals;
 - Quality assurance programs;
 - Dilapidation surveys;
 - Safety program and procedures;
 - Subcontractor procurement programs;
 - Start-up procedures;
 - Guarantees and warranties;
 - Bonds and certificates of inspection which are to be provided by the subcontractors in accordance with their contract documents; and
 - Other documents submitted by subcontracts in accordance with their contract documents.
- j. Periodically inspect and verify monuments, control lines, coordinates and benchmarks, which constitute the principal survey references for the job sites.
- k. Inspect and verify the location, dimensions, and orientation of road lines, facilities and structures.
- l. Monitor work performed by the subcontractors for compliance with the drawings, specifications, contract documents and acceptable engineering practices. Take such action, as is appropriate, to require each subcontractor to carry out acceptable corrective measures when required. Issue Defect Notices and Cure Letters, if required.
- m. Prepare necessary sketches, designs and cost estimates for changes.
- n. Review, approve and monitor Subcontractor's Quality Assurance Programs (QAP) established for each project site. This program will cover the inspection and tests of all materials and equipment, as well as all construction activities related to the project. It will be the subcontractors' responsibility to arrange for inspection and testing of materials and equipment by an inspection

service satisfactory to the Contractor. The Contractor shall supervise inspections and testing.

- o. Review and note any exceptions which are taken relative to the results of the on-site inspection program and QAP. Instruct subcontractors to take the actions necessary to resolve any exceptions which are noted and resort such activities in the Monthly Progress Report.
- p. Make regular measurements of all quantities of work performed by subcontractors.
- q. Develop and maintain a comprehensive, up to date Materials and Equipment Inventory, Financial, and Project Status Tracking System. This system shall be developed by the end of the fourth month of the contract. The system should be all inclusive in enabling the Contractor to inventory equipment, provide financial information on Contractor procured materials and equipment, identify distribution of materials and equipment, identify location ownership and utilization status, provide subcontract project implementation status and provide financial information on subcontractor payments.
- r. Maintain at each Field Office an Inspector's Daily Log and other records pertinent to the subject project.
- s. Prepare and maintain comprehensive construction progress photo albums at each field office. Photos shall be taken on a regular monthly basis or shorter intervals as deemed prudent. Each photo is to be identified as to project, location, activity/subject matter, date, time and photographer. Duplicate albums are to be maintained at the Contractor's principal office
- t. Monitor for compliance the Construction Risk Management Program (CRMP) implemented by each subcontractor. On a frequent basis, not more than 30 calendar day periods, inspect with the pertinent subcontractors the "base-line" data established under their respective CRMP. Log the findings provided by the subcontractors. Alert USAID if there are significant changes taking place and make recommendations as to what action, if any, should be taken.
- u. Maintain a complete set of "marked-up" drawings of the project. The Contractor shall compare these drawings with

the final "As-Built" Record Drawings to be submitted by the subcontractors and reconcile any inconsistencies.

- v. Conduct a Final Inspection and Performance Evaluation for each of the subcontracts. A team of experts, selected from the Contractor's staff, shall evaluate the technical performance of the project, and examine all work for completion and conformance to contract requirements. Witness all final performance tests. All final inspections and/or performance tests shall be performed in the presence of USAID representatives, at USAID's discretion. USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and /or performance tests. However, in the event that the representatives of USAID are not available for a period in excess of fourteen (14) calendar days from the date of the written notification, the Contractor shall proceed to perform the necessary inspections and tests without USAID's presence being required. USAID has the right to invite Iraqi counterparts and/or end users to participate during the Final Inspection. The completion report shall include a final inspection certificate and, if appropriate, a Recommendation of Final Acceptance. Two (2) copies of this report shall be supplied to USAID. Perform final inspections of all components and portions of the work for compliance with final punch list. Amend the Site Completion Report with the resolution of final list items.

C.III.6.12. Unit Acceptance. Project Turn-over and Warranty Period.

The contractor shall ensure that all equipment, systems and construction have a one year after turn-over warranty and this warranty is supported by and the responsibility of the subcontractor. Bank guarantee (value of 10% of subcontracted amount), if possible, is to be kept as a guarantee that the warranty activities will be performed when requested. In accordance with procedures approved by USAID, all turn over of completed projects to the proper authorities will be with the appropriate one year warranty.

C.III.6.13 Environmental Review

The Contractor will be responsible to ensure that all activities undertaken in this program meet the standards set out in U.S. Government environmental regulations 22 CFR 216. Since the majority of the projects will likely involve repair,

rehabilitation, upgrading, or expansion of existing facilities, it is not expected that negative environmental impacts will be frequent or significant. Nonetheless all project activities must be reviewed for environmental impact and mitigating actions incorporated into the project design where potential negative impacts are identified. The contractor will not be required to obtain USAID clearance on environmental reviews and mitigation plans. However, environmental review conclusions and mitigating actions where appropriate will be incorporated in job orders and reviewed by the CTO and Contracting Officer. The contractor will be required to have on file complete documentation of environmental review and monitoring on each project that will be subject to review by USAID.

SECTION D - 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.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

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

USAID

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

F.2 DELIVERY SCHEDULE

TO BE DETERMINED

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is from award through 12/31/2004. The period of performance for option periods, if any, is:

OPTION PERIOD 1	1/1/2005 through 12/31/2005
OPTION PERIOD 2	1/1/2006 through 12/31/2006

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Standards of the infrastructure reconstruction/construction, rehabilitation, repair and/or upgrading shall be in accordance with internationally accepted standards for the type of work undertaken and/or equipment furnished. The Contractor will ensure that its subcontracts require the applicable standards as well any directed by the CTO, and that work is completed in compliance with those standards.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

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

(i) Approximately 60 Assessments conducted; (ii) Approximately 36 implementation plans prepared and submitted; (iii) Up to 5 airports rehabilitated/reconstructed/repaired/upgraded; (iv) Umm Qasr port dredged, rehabilitated, reconstructed, repaired, and/or upgraded; (v) 15% of high voltage and low voltage distribution network repaired; (vi) Up to 110 substations repaired; (vii) Up to 10 generation facilities rehabilitated; (viii) Approximately 2000 kilometers of hard surface and gravel roads repaired/rehabilitated/reconstructed; (ix) Up to 100 destroyed or damaged bridges rehabilitated/reconstructed/repaired/upgraded; (x) Critical track bed sections, rail bridges, stations, locomotives, rolling stock and other essential railway infrastructure repaired to basic functioning levels (locations, quantity and type to be determined); (xi) Up to 45 urban water systems repaired and in good operational condition; (xii) Up to 45 municipal solid waste disposal systems established and environmentally sound; (xiii) Up to 10 urban waste water collection systems repaired and treatment restored to at least primary treatment; (xiv) To be determined number of small towns' and villages' water, waste water and solid waste systems established, restored, repaired, rehabilitated, and/or reconstructed and in good operational condition and environmentally sound; (xv) To be determined number of sites in Southern Iraq provided with potable water; (xvi) Up to 1000 kilometers of irrigation and drainage canals clean or rehabilitated; (xvii) Up to 400 flow control structures repaired or reconstructed; (xviii) Approximately 100 general hospitals reconstructed, repaired, rehabilitated or upgraded; (xix) Approximately one referral hospital in each major city reconstructed, repaired, rehabilitated or upgraded; (xx) To be determined number of Ministry of Health buildings reconstructed, repaired, rehabilitated or upgraded; (xxi) Approximately 6000 schools reconstructed, repaired, rehabilitated or upgraded; (xxii) To be determined number of Ministry of Education buildings reconstructed, repaired, rehabilitated or upgraded; (xxiii) Technical Assistance provided to build local capacity for effective operations and maintenance of electric power system, roads, bridges, railroad infrastructure, potable water and waste water treatment facilities, solid waste management services, school, hospitals, health clinics, and selected Ministry of Health and Education buildings; and (xxiv) Restructuring and reforms roadmaps developed to identify future longer term needs and investments to sustain the operations of the Umm Qasr port, airports, roads, bridges, rail networks, water, wastewater, solid waste water management systems, schools, hospitals, clinics, and selected Ministry of Health and Education buildings, and irrigation systems.

F.6 PROGRESS REPORTING REQUIREMENTS

1) Monthly Progress Reports:

The Contractor shall submit five (5) copies of a monthly progress report to the CTO not later than the tenth working day following the end of the month. The report shall, as a minimum requirement, include the following:

Executive Summary of current activities. Presentation of major problem areas with recommendations for resolving these problems and corresponding schedules for their resolution. Problems requiring USAID intervention should be highlighted. Anticipated activities for the coming month. Presentation of progress accomplished versus progress scheduled. When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule and the steps being taken to avoid or make recovery. Subject reports shall be supported, as required, by tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive report.

2) Quarterly Progress Reports:

The Contractor shall submit Quarterly Progress Reports to the CTO not later than fifteen (15) days following the end of the reporting period. Quarterly Progress Reports shall be similar in format to the Monthly Progress Reports, but shall not be in as great detail.

3) Monthly Financial Summary:

The Contractor shall submit monthly financial summaries for their contract and each subcontract showing disbursements and accruals to-date, budget estimate, subcontract obligation, change orders, anticipated change orders and estimated cost to complete. The Monthly Financial Summaries shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the month.

F.7 LEVEL OF EFFORT

(a) The contractor shall devote person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category is given in Attachment.

F.8 KEY PERSONNEL

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

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

F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

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

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

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
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F.10 CONSTRUCTION AND CONSTRUCTION RELATED SERVICES

F. 10.1 DESIGN AFTER AWARD

F.10.1.1 General These requirements apply when a Job Order includes Design-Build services to produce or complete a construction design.

F.10.1.2 Fast Track The Contractor may use the "fast track" method for the design and construction of the project, unless otherwise restricted in the Job Order.

F.10.1.3 Design Ordering

The Job Order will designate the minimum number and composition of design submittal phases. The Contractor shall then schedule the number and composition of the design submittal phases. A maximum of 10 design submittals may be submitted for each design stage. Design submittals may be required at the preliminary (50%) and final (95%) design stages and at the design complete stage. The requirements of each design stage will be indicated in the underlying job order. The Contractor shall reflect the number and contents of the design submittal phases in the progress charts. The Contractor shall not perform any construction work until the 95% comments for each submittal have been incorporated into the design, unless specifically authorized by the CTO.

F.10.1.4 Design Pre-Work Conference

As part of the Pre-work Conference conducted after award of the Job Order, the USAID CTO as well as other technically qualified representatives of the US Government and the Contractor shall review the design submission and review procedures specified in the Job Order. They will also discuss the preliminary design schedule and provisions for phase completion of the Design documents and material submittals with construction activities (fast tracking). Appropriate USAID Design Review personnel and other key personnel will attend the conference.

F.10.1.5 Design Schedule

Unless otherwise provided for in the Job Order (JO), within 10 days of issuance of the JO the Contractor shall submit for approval a complete design schedule with all submittals and review times indicated in calendar dates. The Contractor shall update this schedule monthly. If a submittal date will not be met, the Contractor shall notify the CTO, in writing, one (1) week prior to the scheduled submittal date. Failure to do so will increase the Government review time by seven (7) days.

F.10.1.6 Progress Charts

As part of the contract requirement for preparation of the Design and Construction Schedule, the Contractor shall include submission of a design progress chart to the CTO. This portion of the schedule shall show, as a percentage of the total design price, the various items included in the design and the order in which the Contractor proposes to carry on the work, with dates on which he will start the features of the work and the contemplated dates for completing same. Significant milestones, such as review submittals, shall be annotated. The Contractor shall assign sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the progress schedule.

The Contractor shall correct the progress schedule at the end of each month and shall deliver two copies to the Contracting Officer. Inasmuch as monthly partial payments to the Contractor are based to a large extent on the progress schedule, the Contractor must make realistic monthly corrections to the best of its ability.

F.10.1.7 Delivery Of Submittals

Deliver all submittals to the Government during design and construction electronically and in hard copy, unless otherwise indicated in each Job Order. Each submittal shall include a transmittal letter, indicating the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

F.10.1.8 Government Review Comments

For each design review submittal, the CTO will furnish the Contractor comments from USAID and from other concerned agencies involved in the review process. The review will be for conformance with the technical requirements of the Job Order. Unless otherwise provided for in the Job Order, the Government will take, after receipt, fourteen (14) days to review and comment on each 50% design submittal and twenty-one (21) days to review and comment on each 95% design submittal, except as noted below. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after receipt of these comments in order that the comment can be resolved. The Contractor shall furnish disposition of all comments, in writing, with the next scheduled submittal. The Contractor is cautioned in that if he believes the action required by any comment exceeds the requirements of this contract, that he should take no

action and notify the CTO and Contracting Officer in writing immediately. Review conferences will be held for each design submittal at a location designated by the CTO. The Contractor shall bring the personnel that developed the design submittal to the review conference. These conferences will take place the week after the Government review period.

F.10.1.9 Drawings

When required by the Job Order, prepare all drawings on Computer-Aided Design and Drafting (CADD) so that they are well-arranged and placed for ready reference and so that they present complete information. **If CADD is not required by a Job Order, provide full-size and/or half-size drawings, as dictated in the Job Order.** Prepare the drawings with the expectation that the USAID, in the role of supervision, will be able to construct the facility without any additional assistance from the Contractor. Drawings shall be complete. Unnecessary work such as duplicate views, notes and lettering, and repetition of details shall not be permitted. Do not show standard details not applicable to the project, and minimize unnecessary wasted space. Do not include details of standard products or items which are adequately covered by specifications on the drawings. Detail the drawings such that conformance with the JO can be checked and to the extent that shop drawings can be checked. Do not use shop drawings as design drawings. The design documents shall consist of drawings on a 24" x 36" format. Submit an index of drawings with each submittal. The Contractor will furnish the Contractor file, drawing and specification numbers and CADD file names for inclusion in the title blocks of the drawings.

Submit all Design Complete CADD files on CD ROM.

Unless otherwise stated in the Job Order, building drawings shall consist of 1/8" scale minimum floor plans. Draw elevations to a 1/8" scale and other visual information as required. Draw building wall sections at a minimum of 3/8" scale.

Use a minimum scale of 1" = 30' for the site and exterior utility drawings, unless otherwise indicated. Use one drawing sheet for the overall site plan for this project.

F. 10.2 SURVEYING & MAPPING

F.10.2.1 General: When included in the Job Order, the Contractor shall provide any necessary land surveys. All land surveying and mapping shall be accomplished under the direction of a Registered Land Surveyor. Construction layout surveys may be accomplished by qualified survey personnel other than a registered surveyor, but any benchmarks or control surveys must be performed by a registered surveyor.

The Contractor shall complete and submit with field books, the field adjustment computation sheets. Also furnish a sketch of the traverse on an 8 1/2" x 11" sheet of paper, showing the proper orientation of the traverse.

F.10.2.3 Mapping Accuracy Requirements: The mapping shall meet the minimum standards for control surveys, National Map Standards as described in the Survey Manual.

F.10.2.4 Submittals: Deliver the following items upon the completion of surveying and mapping:

- Field books and adjusted computation sheets.
- Sketch of traverse (8 1/2 x 11).
- Station descriptions.
- Completed Survey Drawings
- Tabulated listing of core drill hole positions.
- GPS log sheets.

Satellite range data observations diskettes.
Baseline processing sheets.

F.10.3 CODES AND CONSTRUCTION STANDARDS

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:

Air Conditioning And Refrigeration Institute (Ari)
Air Movement And Control Association (Amca)
American Architectural Manufacturers Association (Aama)
American Concrete Institute (Aci)
American Institute Of Steel Construction (Aisc)
American Iron And Steel Institute (Aisi)
American National Standards Institute (Ansi)
American Society Of Heating, Refrigeration And Air Conditioning Engineers - Guide And Data Books (Ashrae)
American Society Of Mechanical Engineers (Asme)
American Society Of Plumbing Engineers (Aspe)
American Society Of Sanitary Engineers (Asse)
American Society For Testing And Materials (Astm)
American Standards Association (Asa)
American Water Works Association (Awwa)
American Welding Society (Aws)
Associated Air Balance Council Standards (Aabc)
Concrete Reinforcing Steel Institute (Crsi)
Department Of The Army, Coe, Handbook For Concrete And Cement Door And Hardware Institute (Dhi)
Federal Specifications (Fs)
Federal Standards (Fed-Std)
Flat Glass Marketing Association (Fgma)
Illuminating Engineering Society Lighting Handbook (Ies)
Institute Of Electrical And Electronics Engineers (Ieee)
National Association Of Plumbing-Heating-Cooling Contractors (Naphcc)
National Electric Code (Nec)
National Electrical Manufacturers Association (Nema)
National Electrical Safety Code (Nesc)
National Environmental Balancing Bureau (Nebb)
National Fire Protection Association Codes And Standards (Nfpa)
National Hardwood Lumber Association (Nhla)
National Standard Plumbing Code
Manufacturers Standardization Society Of The Valve And Fittings Industry (Mss)
Military Specifications (Ms)
Sheet Metal And Air Conditioning Contractor's National Association (Smacna)
Steel Deck Institute (Sdi)
Steel Door Institute (Sdoi)
Steel Structures Painting Council (Sppc)
Underwriters Laboratories (Ul)
Uni-Bell Pvc Pipe Association (Ubppa)
Uniform Building Code, 1994 Edition Including Current Revisions (Ubc)
U.S. Department Of Commerce, National Bureau Of Standards (Nbs) Handbook
U.S. Army, Corps Of Engineers Handbook & Guide Specifications

CONTRACTOR QUALITY CONTROL (CQC)

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract

Clause entitled "Inspection of Construction." (This clause should be added to the contract) The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the **Job Order**/contract requirements. The system shall cover all construction and design operations, both onsite and offsite, and shall be keyed to the proposed construction or design-construction operations sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the CTO for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including quality and production.

F.10.4 QUALITY CONTROL PLAN

F.10.4.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the CQC Plan proposed for the overall contract (Generic Plan). A Job Order specific plan, supplementing the Generic Plan, will be submitted within 10 days after issuance of a Job Order. Both plans will implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

F.10.4.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction or design-construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- (i) A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent (except in cases where the superintendent has the dual function as CQC)
- (ii) The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- (iii) A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.
- (iv) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- (v) Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be

approved by the CTO.) Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

- (vi) Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- (vii) Reporting procedures, including proposed reporting formats
- (viii) A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

F.10.4.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. **Subsequent Job Orders will operate in accordance with the approved overall plan, except as approved modifications are necessary for subsequent Job Orders.**

F.10.4.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the CTO in writing of any proposed change. Proposed changes are subject to acceptance by the CTO.

F.10.4 QUALITY CONTROL ORGANIZATION

F.10.4.1 General

The requirements for the CQC organization include a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the CTO.

CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will provide additional staff, depending upon the requirements of the particular Job Order. **Staffing requirements will be included in the requests for each Job Order.** This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality design and construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the CTO. The Contractor shall maintain his CQC staff at full strength at all times as required for each Job Order. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the CTO for acceptance.

(i) CQC System Manager

The Contractor shall identify as CQC System Manager an individual within their organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 2 years construction experience on construction similar to this contract, or a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. **The CQC System Manager may have duties as project superintendent or site supervisor in addition to quality control, unless prohibited by the Job Order.** An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

(ii) CQC Personnel

If specifically required by a Job Order, in addition to the CQC Manager, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals may be directly employed by the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties, but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

<u>Area</u>	<u>Qualifications</u>
a. Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 years related experience

- b. Mechanical Graduate Mechanical Engineer with 2 years experience or person with 5 years related experience
- c. Electrical Graduate Electrical Engineer with 2 years related experience or person with 5 years related experience
- d. Structural Graduate Structural Engineer with 2 years experience or person with 5 years related experience
- e. Architectural Graduate Architect with 2 years experience or person with 5 years related experience
- f. Environmental Graduate Environmental Engineer with 3 years experience
- g. Concrete, Pavements and Soils Materials Technician with 2 years experience for the appropriate area

F.10.5 TESTS

10.5.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a USAID approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the CTO, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the CTO. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

F. 10.5.2 Testing Laboratories

F.10.5.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the

contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329. If the selected laboratory fails the capability check, the Contractor will be assessed a charge for inspection to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

F.10.5.2.2 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

F.10.5.2.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be included in the Job Order Price borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a commercial laboratory, as directed by the CTO, or as specified in the Job Order.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USUSAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Table with 4 columns: Line, Description, Amt vouchered to date, Amt this period. Rows include items 001, 002, and a Total row.

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been pUSAID, or to the extent allowed under the applicable payment clause, will be pUSAID currently by the Contractor when due in the

ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USUSAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

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

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

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

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

Telephone:

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C and job orders.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and

report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

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

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

(e) Failure by the Contractor to report to the Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

G.6 ACCOUNTING AND APPROPRIATION DATA

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)**

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

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

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

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

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

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

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

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

H.3 INSURANCE AND SERVICES

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

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

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

Medex Assistance Corporation
P.O. Box 5375

Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
 or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

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

Medevac services costs are allowable as a direct cost.

H.4 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 899. It is anticipated that Iraq will be designated as an authorized source. Its inclusion shall be communicated as soon as it is approved.

H.5 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.6 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas. However, in order to insure compatibility of radios, GPS', communications equipment, security systems and personnel, etc, the Contractor will be allowed obtain quotations through AFCAP. The contacts will be provided at the time of award.

H.7 LANGUAGE REQUIREMENTS

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

H.8 PERSONNEL COMPENSATION

(a) Limitations:

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

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

(b) Salaries During Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

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

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant

during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

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

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

(g) Work Week

(1) Nonoverseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(END-OF-CLAUSE)

**H.9 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING
REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY
CONTRACTING REPORT**

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.10 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.11 SECURITY REQUIREMENTS

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). USAID's designated CTO is responsible for coordinating and identifying specific aspect of the contract that will require access to National Security Information and ensuring the selected company/contractors have the appropriate security clearance (Facility and Personnel) to perform on this contract. In the event the prime selects an un-cleared sub-contractor to work that requires access to National Security Information (Confidential, Secret or Top Secret) the prime must take action in accordance with the National Industrial Security Program Operating Manual, E.O. 12829 to sponsor it's sub-contractor for a Facility Clearance. Refer to the Attached DD Form 254, Contract Security Classification Specification for specific

security guidance. The CTO is responsible for managing the clearance requirements for this contract

At the time of award, the contractor does [] does not [] have a Secret level facility clearance.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.

(d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contract, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the contract.

(g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

H.12 RESTRICTIONS

Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with US foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local nationals or firms or organizations until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control, Department of Commerce's Export Administration Regulations, and the UN Goods Review List and must comply therewith.

H.13 NOTICE OF POSSIBLE ADDITIONAL OR NEW WORK

A blanket approval has been granted the the Administrator of the United States Agency for International Development permitting various waivers concerning activities in Iraq that are carried out or inititaed under the mandate of the Near East Task Force of USAID.

USAID may, at its discretion, invoke that authority to negotiate one or more contract modifications to do one or more of the following without further competition:

- (1) Add additional projects beyond the \$000,000,000 for the base and optional periods;
- (2) Extend the contract and add additional follow-on projects not covered by the base and optional periods; and/or
- (3) Increase the level of effort.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-2	SECURITY REQUIREMENTS ALTERNATE II (APR 1984)	AUG 1996
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)	FEB 2002
52.216-9	FIXED FEE--CONSTRUCTION	MAR 1997
52.222-30	DAVIS-BACON ACT-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	DEC 2001
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	JUN 1987
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	7/02
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.236-13	ACCIDENT PREVENTION ALTERNATE I (APR 1984)	NOV 1991
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.243-2	CHANGES--COST-REIMBURSEMENT ALTERNATE III (APR 1984)	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR	JAN 1986

	CONTRACTS)	
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

**I.4 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS
(MAY 2002)**

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction material description	Unit of Measure (dollars) /1/	Unit of Quantity	Price
Item 1:			
Foreign construction material	

Domestic construction material
	
Item 2:		
Foreign construction material
	
Domestic construction material
	

--

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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

I.6 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

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

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

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

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

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

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

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

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

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

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

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

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

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

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

(6) Additional interest penalty.

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

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

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

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph

(a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

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

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

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

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

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

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

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

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

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest

penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

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

I.7 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10 PERCENT percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**I.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)
ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for-

(c) Participants will meet at-

I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

I.10 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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

of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT
NO.

NUMBER
PAGES

TITLE

DATE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

A hard copy is attached at the end of this document.

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

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

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

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

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

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

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

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____

(f) Common parent.

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

[] Name and TIN of common parent:

Name _____

TIN _____

K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY

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

K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

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

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

K.6 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror_____

Typed Name and Title_____

Signature_____ Date_____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.225-10A	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS ALTERNATE I (MAY 2002)	MAY 2002

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

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

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

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

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

L.4 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

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

(ii) via regular mail - sending 1 orig. paper copies of a technical proposal and one original and 3 copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of 1 orig. paper copies of a technical proposal and one original and 3 copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

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

(c) Government Obligation

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

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

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

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

(i) The Technical Proposal in response to this solicitation must address how the Offeror intends to implement the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M and must follow the page limitations described therein.

(ii) Although traditional approaches to implement activities under a contract of this nature exist, the Offeror, in its technical proposal, may suggest creative methods for accomplishing the planned outputs.

(iii) Describe the work responsibilities for each subcontractor/collaboration partner, if any, as well as an estimate in staff days of the total work to be performed by each subcontractor/collaboration partner. The Offeror will also include brief information on collaborating organizations available to support the work of the contract on less formal bases. Detailed capability information on subcontractors and collaborating organizations should be included in an annex. The Offeror shall include signed letters of commitment from all proposed long-term personnel, subcontractors and collaborating organizations in an annex to the proposal.

(iv) The management approach will describe the systems that the Offeror will use to meet the objectives of the contract. The management plan will address, at a minimum, the following:

- Assignment of key personnel, their tasks and interaction.
- A discussion of manpower and planning which demonstrates that qualified personnel will be available during the term of the contract.
- The authority relationships that will exist in the program (including an organizational chart).
- Procedures for accomplishing the tasks defined in the Scope of Work.
- Procedures for identifying problems and methods for taking corrective action.
- A discussion of monitoring and evaluation plan with indicators for tracking progress on the planned outputs under each of the Tasks described in Section C. These indicators should be measurable. The negotiated/accepted plan will be incorporated into the contract upon award.

- Procedures for periodically tracking the achievement of objectives outlined Section C.
 - Description of responsibilities and interaction with subcontractors or collaborating partners
- (v) Past Performance shall be submitted in the form of a matrix of past or current contracts or subcontracts (including delivery/task orders and purchase orders) for efforts similar in size, scope, and complexity to the work required hereunder. The Offeror shall include information on any problems encountered on the identified contracts or subcontracts, and the Offeror's corrective action (s). This section shall include the following data for an offeror and major subcontractor:
- Contracting Activity
 - Contracting Officer's Name, Telephone Number and E-mail Address
 - Contracting Officer's Technical Representative's Name, Telephone Number and e-mail Address
 - Project/Program Manager's Name, Telephone Number and E-mail Address
 - Contract Number
 - Contract Type, Period of Performance
 - Awarded Price
 - Final or Projected Price
 - Schedule-Original and Final

The Offeror shall provide a narrative of its experience in managing projects/activities of a similar nature, with particular emphasis on those involving capital market development and/or financial sector reform. Specifically, the Offeror shall provide details of previous experience providing technical, managerial, administrative, and training services of the type required to carry out the Offeror's technical approach and achieve the planned outputs defined in Section C. Identify any contracts of similar nature that did not meet price, schedule, or technical requirements with brief explanation of the reasons and corrective actions taken.

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

- (f) Key Personnel: The Offeror shall provide long and short term contract personnel with an appropriate mix of skills, technical expertise and experience to accomplish the tasks and achieve objectives described in Section C. The Offeror shall identify from among proposed personnel, one individual as Chief of Party. In addition to her/his technical responsibilities this individual will have key representational and administrative duties. Specifically, she/he will:
- Be the Contractor's primary liaison with USAID and other USG official is as required on all matters related to the Contract.
 - Ensure the timely delivery of outputs and their quality.

- Be responsible for the overall administration and management of the Contractor's field office.

L.6 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

L.6.3 Cost Proposal

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

- (a) Each Offeror shall provide a budget for each line item/subclins listed in Section B with the exception of CLIN XXXX for the Reconstruction Projects which is shown as a lump sum in Section B. A narrative describing the basis on which the costs and fee were derived as well as an explanation for whom, why, where, when, etc and supporting information must be provided in sufficient detail to allow a complete analysis of each clin/subclin cost and proposed fee except as stated above. At a minimum, the cost proposal must include all direct costs, internal and external labor resources by labor categories, total labor hours, current daily or annual salary rate for each proposed person supported by Contractor Employee Biographical Data Form AID 1420-17, the annual escalation factor applied and method of application, indirect costs, and proposed fee.
- (b) A detailed level of effort breakdown must be provided and include Home Office LOE (US based) and expatriate long term and short term professionals. (Long term is defined as exceeding 12 consecutive months.) In addition an organizational chart delineating lines of authority for the key positions and major staff resources. Further, a general staffing pattern plan is required showing all anticipated positions, expertise and skills categories, nationality, location of assignment and affiliation. (Note that projected Iraqi positions should also be identified although actual hiring is contingent upon the separate approval of Iraq as an authorized source/origin country.)

- (c) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of which firm assumes which responsibilities.
- (d) The signed representations and certifications, as set forth in Section K of this solicitation for the prime and any subcontractors.
- (e) A completed Certificate of Current Cost or Pricing Data for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate shall be re-submitted after negotiations have been concluded and agreement has been reached.)
- (f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the Offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.). The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s). In the event that the Offeror includes indirect costs in the proposal, a copy of the latest Negotiated Indirect Cost Rate Agreement (NICRA) must be included.
- (g) A copy of the Offeror's personnel policies in effect at the time the offer is submitted.
- (h) A copy of the Offeror's travel policies in effect at the time the offer is submitted.
- (i) A copy of the Offeror's procurement policies in effect at the time the offer is submitted.
- (j) A letter certifying a commitment by the key personnel proposed that they are available to work under this contract, if an award is made by March 7, 2003.
- (k) The Biographical data sheets (AID1420-17) should be provided with the cost proposal for the pool of short-term consultants to the extent possible.
- (l) A list of proposed nonexpendable property purchases to support the field operations.
- (m) A completed and signed SF 1442 and acknowledgment of any amendments to the RFP.
- (n) The Offeror must include its full street address, name of the authorized negotiator, Facsimile Number, Telephone Number, E-mail address and Website (if any), on the title page of the Cost Proposal.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

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

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

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

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

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

The following evaluation criteria reflect the requirements of this particular solicitation. These criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals. **Only firms that currently hold a secret or higher DOD security clearance will be considered for award.** Technical and cost factors will be evaluated with the former being significantly more important at 80% than the latter at 20%. The combined technical and cost scores will be used to determine the competitive range.

I. Technical: The technical proposal will be scored by the technical evaluation committee using the criteria shown below. Technical Evaluation Criteria (the relative importance of each technical criterion is indicated numerically, as well as its size place within the Technical Proposal):

1. Technical and Management Approach - 30%; 30 pages maximum.

(a) The discussion of the Technical Approach will address the following factors:

- (i) Management structure, staffing, designation of key personnel and their roles, and level of effort.
- (ii) Approach to and speed of mobilization.
- (iii) Approach to coordination with, US Military, USAID, national and local Iraqi officials and leaders, other USG agencies, other donors and NGOs, and other USAID assistance providers.
- (iv) Description of how the factors i, ii, and iii above address the RFP requirements for flexibility, speed, uncertainty, and the current social, political, and security situations, all of which will influence project implementation.

(b) The discussion of the Management Approach will address factors such as the following:

- (i) Approach to the analysis and design of projects.
- (ii) Approach to managing subcontractors and construction activities.
- (iii) Approach to selecting subcontractors, subcontract evaluation, negotiation, and award.
- (iv) Approach to containing costs for both construction subcontracts and the firm's home office and field operations.
- (v) Approach to financing construction and materials/equipment procurement, and subcontracts, including methods of payment and the offeror's proposal for providing, controlling, and managing mobilization costs.
- (vi) Approach to developing and implementing the institutional strengthening component.

2. Qualifications of Proposed Personnel - 20%; Annex 1 (CVs of key personnel only).

- (a) Demonstrated experience and familiarity of key personnel with program management, engineering design, construction, contracting practices, and capacity building in similar circumstances in the developing world, and particularly in the Middle East.
- (b) Degree to which key personnel have worked together as a team.
- (c) Experience working with developing county officials at all levels.
- (d) Local language capability
- (e) Availability to work on the project.

3. Firm's Experience and Past Performance - 30%; Annex 2.

- (a) Projects of a similar nature in the Middle East
- (b) Demonstrated ability to assemble large teams quickly
- (c) Timeliness of Performance
- (d) Quality of Performance
- (e) Cost Control
- (f) Customer Satisfaction

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

- 1. Cost realism - 15
- 2. Cost fee - 5%

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

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

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

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Cuba, Laos, Iraq, Iran, North Korea, and Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

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

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

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

14. EMPLOYMENT HISTORY

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

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

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

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

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

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

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

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

INSTRUCTION

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

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

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

3. General professional proficiency

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

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

4. Advanced professional proficiency

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

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

5. Functional native proficiency

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

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

PAPERWORK REDUCTION ACT INFORMATION

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

PAPERWORK REDUCTION ACT NOTICE

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

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

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST AND PRICING DATA

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

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

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

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

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