USAID | AFGHANISTAN
FROM THE AMERICAN PEOPLE

July 25, 2012 OAA-MECC-2012-159

[redacted]

Mashriq Engineering Construction Company (MECC)
[redacted]

Reference: Contract AID-306-C-12-00018 – Construction of the Gardez Khost Road

Subject: Notice to Proceed

[redacted]

This letter hereby notifies MECC to commence with the construction and maintenance of the Gardez Khost Road, Section 2 (Km 27 – Km 64) in Afghanistan. As stated in Section F.2 of the referenced Contract. The period of performance of the referenced contract is 300 work days after issuance of this Notice to Proceed.

Project management and construction works shall be coordinated with Mr. Eddie-Omar Davis, the Contracting Officer's Representative (COR) and Mr. Idrees Noori, Alternate COR.

Should you have any questions regarding this letter, please contact Ms. Lourdes Valones at lovalones@usaid.gov or the Ms. Cheryl Hodge-Snead, Contracting Officer at chodge-snead@state.gov .

Sincerely,

Michael Ashkouri
Contracting Officer

Acknowledgement Receipt:

[redacted]

Cc:
COR – Eddie-Omar Davis
A/COR – Idrees Noori

U.S. Agency for International Development
Great Massoud Road
Kabul
Afghanistan

Tel: (202) 216-6288
Fax: (202) 216-6288 ext. 4162
http://www.usaid.gov/locations/asia_near_east/afghanistan

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

Mashriq Engineering Construction Company (MECC)
[redacted]

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

0700-10-4438

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this 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 ▶ See Contract

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.	1	2	3	4	5	6	7	8	9	
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

All proposed work for Section C in this Contract.

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

See attached.

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ ITEM
(4 copies unless otherwise specified)

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY
USAID|Afghanistan
Office of Acquisition & Assistance
Great Massoud Road, Kabul, Afghanistan

27. PAYMENT WILL BE MADE BY
USAID|Afghanistan
Office of Financial Management, U S Embassy
Great Massoud Road, Kabul, Afghanistan
Email: kabulaidevouchers@usaid.gov

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 2 *copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements 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, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 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 TI[redacted] *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

Michael Ashkouri, Contracting Officer

30b. SIGNATURE

30c. DATE 19/07/2012

31b. UNITED STATES OF AMERICA
BY

30c. DATE JUL 21 2012

STANDARD FORM 1442 (REV. 4-85) **BACK**

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO RFP 306-12-019	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 02/15/2012	PAGE OF PAGES

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
AID-306-C-12-00018		

7. ISSUED BY CODE	8. ADDRESS OFFER TO
Office of Acquisition & Assistance (OAA) USAID Afghanistan American Embassy Great Masood Road Kabul, Afghanistan	See Block 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Cheryl Hodge-Snead	email : CHodge-Snead@usaid.gov

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)*

The Contractor is shall provide and perform road maintenance service at section 2 (KM 27 - KM65) of the Gardez to Khost Road as further detailed in section C of this contract.

11. The contractor shall begin performance 10 calendar days and complete it within _____ calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☐ mandatory ☐ negotiable. *(See _____).*

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	Within ten (10) calendar days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 3:00PM *(hour)* local time 02/25/2012 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and 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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. RFP 306-12-019	2. TYPE OF SOLICITATION ☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	3. DATE ISSUED 02/15/2012	PAGE OF PAGES

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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	Within ten (10) calendar days

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Table of Contents

PART I - THE SCHEDULE 3
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS 3
B.1 PURPOSE 3
B.2 CONTRACT TYPE 3
B.3 CEILING PRICE 3
B.4 PAYMENT 6
B.5 Period of Services and Completion of Work 6

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK 7
C.1 BACKGROUND 7
C.2 OBJECTIVES 7
C.3 DETAILED TECHNICAL REQUIREMENTS 7
C.4 QUALIFICATIONS OF KEY PERSONNEL 8
C.5 RELATIONSHIP WITH QUALITY ASSURANCE CONTRACTOR (QAC) 8
C.6 SPECIAL CONSIDERATIONS 11
C.7 COMMODITY PROCUREMENT 14

SECTION D - PACKAGING AND MARKING 15
D.1. AIDAR 752.7009 MARKING (JAN 1993) 15
D.2 BRANDING 15

SECTION E - INSPECTION AND ACCEPTANCE 16
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 16
E.2 INSPECTION AND ACCEPTANCE 16
E.3 CONTRACT MANAGEMENT PERFORMANCE MEASUREMENT 16
E.4 RISK ASSUMPTIONS 16

SECTION F - DELIVERIES OR PERFORMANCE 17
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 17
F.2 PERIOD OF PERFORMANCE 17
F.3 PRINCIPAL PLACE OF PERFORMANCE 17
F.4 KEY PERSONNEL 17
F.5 DELIVERABLES AND DELIVERABLES SCHEDULE 17
F.6 PERFORMANCE STANDARDS 19
F.7 ADDRESS FOR REPORTS 19
F.8 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) 19

SECTION G - CONTRACT ADMINISTRATION DATA 21
G.1 ADMINISTRATIVE CONTRACTING OFFICE 21
G.2 TECHNICAL DIRECTIONS/RELATIONSHIPS WITH USAID 21
G.3 PAYING OFFICE 22
G.4 ACCOUNTING AND APPROPRIATION DATA: 22
G.5 REPRESENTATIONS AND CERTIFICATIONS 23
G.6 MODIFICATION AUTHORITY 23

SECTION H – SPECIAL CONTRACT REQUIREMENTS 24
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 24
H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997) 24
H.3 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997) 24
H.4 AUTHORIZED GEOGRAPHIC CODE 24
H.5 LOGISTIC SUPPORT 25
H.6 LANGUAGE REQUIREMENTS 25
H.7 EXECUTIVE ORDERS ON TERRORISM FINANCING 25
H.8 USAID DISABILITY POLICY (DEC 2004) 25
H.9 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206) 25
H.10 ENVIRONMENTAL CONSIDERATIONS 25
H.11 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY 26

H.12 DISCLOSURE OF INFORMATION 26
H.13 DATABASE REPORTING REQUIREMENTS 26
H.14 GENDER REPORTING 27
H.15 FACILITIES USED FOR RELIGIOUS ACTIVITIES 27
H.16 VETTING 27
H.17 REPORTING OF FOREIGN TAXES (JULY 2007) 27
H.18 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (July 2007) 28
H.19 PROHIBITION AGAINST DISCRIMINATION (OCT 2011) 28
H.20 SUB-AWARD REQUIREMENTS (MARCH 2012) 29
H.21 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010) 30

PART II - CONTRACT CLAUSES 31
SECTION I - CONTRACT CLAUSES 31
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE 31
I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006) 33
I.3 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008) 34
I.4 SUPPLEMENT TO FAR 52.224-19 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC CONSULAR MISSION OUTSIDE THE UNITED STATES 38
I.5 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) 38
I.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) 40
I.7 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) 40
I.8 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010) 41
I.9 52.229-7 TAXES—FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991) 42
I.10 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) ALTERNATE I (APR 1984) 42
I.11 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008) 42
I.12 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) 46
I.13 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (Feb 1997) 46
_____ALTERNATE II (APR 1984) 46
I.14 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) 47
I.15 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007) 48
I. 16 52.244-2 Subcontracts (June 2007) 48

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 50
SECTION J - LIST OF ATTACHMENTS 50
J - 1 Authorized Geographic Code 50
J - 2 Public Voucher for Purchases/Services (SF 1034) 50
J - 3 Detailed Engineering Design of Gardez – Khost Road Rehabilitation Project (July 2010) 50
J - 4 Technical Specifications of the Gardez-Khost Road Rehabilitation 50
J - 5 As Built Design of Section 2 of GK Road (Km 27 – 65) 50
J - 6 Mission Order on National Security on Screening 50
J - 7 SF-25 Performance Bond 50

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide construction services (Labor, Materials, Equipment, and Services) necessary to accomplish the Construction of Section 2 (Km 27 – Km 65) of the Gardez Khost Road and as further described in Section C of the solicitation.

B.2 CONTRACT TYPE

This is a Firm Fixed Price Contract based on the unit prices and quantities indicated on the Bill of Quantities and payable entirely in U.S. dollars. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates.

The Government will make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

Adjustments to the contract price will be made on the unit-price basis indicated on the Bill of Quantities (BOQ) as detailed in Section B.3, if the actual quantities exceeds the quantities indicated on the BOQ Form and the work has been approved by the Contracting Officer.

B.3 CEILING PRICE

The Firm Fixed price of this contract is **$18,498,464.56**, the maximum dollar value awarded to the contractor cannot exceed the Firm Fixed price.

For the satisfactory completion and acceptance of all work and services, including the submission of required reports/deliverables described herein, USAID shall pay the Contractor a fixed price in dollars. The Bill of Quantities shall be as follows:

Spc No.	ITEM DESCRIPTI ON		Bill of Quantity (BOQ)- Section 2	Quantity	Price	
	BoQ Ref. #	Description	UNIT		Unit Price	Tota Price
Division 150 - Project Requirements						
Section 151	Mobilization					
	08-151-01	Mobilization	LS	1.00	[redacted]	[redacted]
Section 159	Demining					
	08-159 "1	De-mining and Technical survey	LS	6,000.00	[redacted]	[redacted]
	08-159-02	Mine Clearance	m^2	3,000.00	[redacted]	[redacted]
Section 160	Snow Removal					
	08- 160-01	Snow Removal	day	35.00	[redacted]	[redacted]
		Emergency Work	day	30.00	[redacted]	[redacted]
Section 161	Contractor Provided Security					
	08-161-01	Contractor's Provided Security	day	300.00	[redacted]	[redacted]
Section 162	Project Reference Manuals					
	08-162-01	1 Project Reference Manuals	LS	0.20	[redacted]	[redacted]
Section 163	Contractor Insurance					
	08-163-01	Contractor's Insurance	day	300.00	[redacted]	[redacted]
Section 164	Contractor Performance Security					
	08-164-01	Contractor's Performance Security	LS	1.00	[redacted]	[redacted]
Division 200 - Earthwork						
Section 201	Clearing and Grubbing					
	08-201-01	Clearing and Grubbing	ha	2.00	[redacted]	[redacted]
Section 203	Removal of Structure and Obstructions					
	08-203-01	Removal and disposal of existing structure (Retaining wall, Head wall, wing wall, culverts,	m^3	2,321.59	[redacted]	[redacted]

		lined Ditch, Fenches, 1 louses)				
	08-203-02	Removal and disposal of existing pavement (asphalt)	m^3			
	08-203-03	Removal and Disposal of Existing PCC Pavement	m^3	85.00	[redacted]	[redacted]
	08-203-04	Removal and Disposal of Existing Bridge	each			
Section 204	Excavation and Embankment					
	08- 204-01	Roadway Excavation	m^3	30,000.00	[redacted]	[redacted]
	08- 204-02	River Training Soil Excavation	m^3	8,000.00	[redacted]	[redacted]
	08- 204-03	Select Topping	m^3	2,000.00	[redacted]	[redacted]
	08- 204-0-1	Embankment	m^3	20,000.00	[redacted]	[redacted]
	08-204-05	Embankment(Granular material with 0-8% passing 75um sieve)	m^3			
Section 205	Rock Blasting					
	08-205-01 Rock Excavation (Inclusive of blasting)		m^3	16,000.00	[redacted]	[redacted]
Division 250- Slope Reinforcement and Retaining wall						
Section 251	Riprap					
	08-251 'ii	Placed Riprap (Stone Pitching, 300mm)	m^3	1,000.00	[redacted]	[redacted]
	08-251-02	Grouted Riprap	m^3	1,500.00	[redacted]	[redacted]
Section 253	Gabions and Revet Mattresses		m^3			
	08-253-01	Gabions and Revet Mattresses	m^3	1,600.00	[redacted]	[redacted]
Division 300- Aggregate Course						
Section 301	Untreated Aggregate Course					
	08-301-01	Crushed Aggregate Base Grad. Des. 10,200 mm (Carriageway)	m^3	18,564.00	[redacted]	[redacted]
	08-301-02	Crushed Aggregate Base Grad. Des. 1), 325 mm, Shoulder	m^3	12,675.00	[redacted]	[redacted]
	08-301-05	Stone Aggregate for Catch Trench, 75 mm (max.)	m^3	1,170.00	[redacted]	[redacted]
Division 100- Asphalt pavement and surface Treatment						
Section 400.3.1	Asphalt Concrete Surface (Wearing Course)					
	08-400.3.1-01	5o mm Asphalt Concrete Surface (Wearing Course)	m^2	92,820.00	[redacted]	[redacted]
Section 400.3.2	**Asphalt Concrete Binder Course**					
	08-400.3.2-01	75 mm Asphalt Concrete Binder Course	m^2	92,820.00	[redacted]	[redacted]
Section 411	**Asphalt Prime Coat**					
	08-411 -01	Asphalt Prime Coat	m^2	92,820.00	[redacted]	[redacted]
Section 412	Asphalt Tack **Coat**					
	08-412-01	Asphalt Tack Coal Emulsified Asphalt	m^2	92,820.00	[redacted]	[redacted]
Division 500- Rig	**d** Pavement					
Section 500.1	Rigid Pavements					
	08-501-01	Portland Cement Pavement, 250mm thick (New and patching)	m^2	476.00	[redacted]	[redacted]
Division 550-Bridgcs and Culverts Construction						
Section 552	**Structural Concrete**					
	08-552-01	Plain Cement Concrete, Class B (15MPa) below-bottom slab of box culverts, wing walls, guard wall	m^3	500.00	[redacted]	[redacted]
	08-552-02	Structural Concrete, Class A (25MPa) for reinforced concrete box culverts, cut -off walls, wing walls, sleeper slabs	m^3	1,600.00	[redacted]	[redacted]
	08-552-03	Plain Cement Concrete Class B (15MPa) below pier and abutment pile caps and approach slabs	m^3	-		
	08-552-04	Structural Concrete Class B (30MPa) for piers, pier caps, bearing plinths, dirt walls, return walls, wing walls, abutments, pile caps and pier nosing	m^3			
	08-552-05	Structural Concrete Class A(30MPa) for reinforced concrete deck slabs, approach slab and diaphragm beams	m^3	-		
	08-552-06	Structural Concrete Class A (25MPa) for curbs	m^3	141.00	[redacted]	[redacted]

		and sidewalks				
	08-552-09	Drainage Spouts in Super-structure	each	8	[redacted]	[redacted]
	08-552-10	Weep holes in Abutment Walls	each			
	08-552-11	Strip Seal Expansion joint	1m			
Section 554	Reinforcing Steel					
	08-554-01	Reinforcing steel in pile caps, abutments, piers, pier caps, dirt walls, return walls, wing walls and bearing plinths	ton			
	08-554-02	Reinforcing steel Grade 60 for guard wall. reinforced concrete box culverts, wing walls, head walls, aprons, sleeper slabs, PCCP	ton	225.00	[redacted]	[redacted]
	08-554-03	Reinforcing steel in diaphragm beams, deck slabs, sidewalks, concrete barrier, curbs and approach slabs	ton			
Section 556	Bridge Railing					
	08-556-01	Concrete Barrier as Bridge Railing, 30MPa Structural Concrete-	1m	75.00	[redacted]	[redacted]
	08 556-02	Bridge Steel Railing with RC Post	1m			
Section 559	**Waterproofing**					
	08-559-01	Waterproofing Membrane	m^2	200.00	[redacted]	[redacted]
Section 564	Bearing Devices					
	08-564-01	Unreinforced Elastomeric Bearings (150mm x 10mm)	1m			
Section 567	Subsurface Exploration					
	08-567-01	Soil Investigation Borings w/ Standard Penetration Testing	1m	20.00	[redacted]	[redacted]
	08-567-02	Rock Coring	1m	10.00	[redacted]	[redacted]
	08-567-03	Axial Compressive Testing of Rock Core Samples	each	4.00	[redacted]	[redacted]
	08-567-04	Split Spoon Samples	each	4.00	[redacted]	[redacted]
	08-567-05	Consolidation Test	each	2.00	[redacted]	[redacted]
Section 568	Repair of Bridge Structures					
	08-568-01	Scaling of Cracks by injection of Epoxy Resin, Conform to AASIITO M 235	m^2	800.00	[redacted]	[redacted]
	08-568-02	Patching of ("racks using Non Shrink Grout, Conform to ASTM CI 107	m^2	800	[redacted]	[redacted]
Division 600-Incidcntal Construction						
Section 602	Reinforced Concrete Culverts, mortared joints					
	08- 602-01	RC_Pipe, Ø 610 mm	1m	25.00	[redacted]	[redacted]
	08- 602-02	RC_Pipe, Ø 1000 mm	1m	25.00	[redacted]	[redacted]
Section 607	Cleaning					
	08-607-03	Cleaning, Reconditioning and Repairing of existing Drainage structure	1m	200.00	[redacted]	[redacted]
Section 608	Paved Waterways					
	08-608-01	Type 2_ Class "B" Stone Masonry Lined Ditch A (Trapezoidal)	1m	1,307.25	[redacted]	[redacted]
Section 620	Stone Masonry					
	08 620-01	Inlet/Outlet Structure, Bed Protection,	m^3	2,975.14	[redacted]	[redacted]
Section 633	Permanent Traffic Control					
	08-633-01	Road Signs, Series R/W/I/S, with aluminum panels, retro reflective sheeting type IX, type 1,-1 letters, galvanized steel posts	each			-
Section 634	Permanent Pavement Markings					
	08-634-01	Type "A" Pavement Marking	m^2			
Section 638	Project Information Signage					
	OK 638 "1	Project Information Signage	1s			
	Total of BOQ					[redacted]

B.4 PAYMENT

Payment shall be made for work in progress related to a schedule of values as agreed upon in Section B.3. The Contractor shall submit an original invoice, SF 1034 "Public Voucher for Purchases" (See Section J-2) and other supporting documents to the Office of Financial Management, USAID/Afghanistan when requesting for payment. USAID will process payment in accordance with Section I.11, Prompt Payment for Construction Contracts, upon receipt of the SF 1034 and other supporting documents specified above.

USAID hereby obligates the amount of $5,578,539.00 for the performance and completion of the required services as described in the Statement of Work in Section C. The Contractor shall not exceed the amount unless authorized by the Contracting Officer pursuant to the applicable clauses in this contract.

B.5 Period of Services and Completion of Work

The effective date of this contract is on or about July 23, 2012, and its estimated completion date is 300 working days after contractor is provided Notice To Proceed by the Contracting Officer.

{End of Section B}

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK
Gardez – Khost Road Construction of Section 2 (Km 27 – Km 65)

C.1 BACKGROUND

From 2007 – 2011, USAID funded the planning, design and construction of the 101 Km Road from Gardez to Khost. Section 1 (Km 0 – Km 27) was completed January 2011, and Section 3 (Km 65 – Km 101) was completed November 2010. Final inspections were completed and Sections 1 & 3 was transferred to the Government Islamic Republic of Afghanistan (GIRoA) to operate and maintain. To date Section 2 (Km 27-Km 65) is partially completed.

The current condition of the entire Gardez – Khost Road 101 km is a combination of improved, unimproved and partially constructed surfaces. The entire 101 km is divided into three sections, Section 1, Section 2 and Section 3. Section 2 is further subdivided into three (3) subsections Section 2A, 2B and 2M the Sections are described as follows:

- Section 1 (Km 0 – Km 27) – This section of road is completed and paved from the City of Gardez to km 27. The road was completed and GIRoA assumed control of operations January 2011.

- Section 2A (Km 27- Km 42) – Partially improved with segments of excavation, retaining walls, culverts, drainage structures, etc. are completed or partially completed. Three bridges within section 2A require rehabilitation of the substructure and superstructure. In addition some segments along 2A are ready for paving with significant preparations.

- Section 2M (Km 42- Km 50) – Also known as the "8 kilometers" are unimproved requiring extensive excavation, retaining walls, culverts, drainage structures, and paving. Terrain within Section 2M is relatively flat and adjacent to the existing river bed which occasionally floods during the snow melt and rainy seasons (March & April).

- Section 2B (Km 50 – Km 65) – Partially improved with segments of excavation, retaining walls, culverts, drainage structures, etc. completed or partially completed. Four (4) bridges within section 2B three (3) requiring minor rehabilitation and one (1) bridge requiring a full demolition and reconstruction. In addition some segments along 2B are ready for paving with significant preparations.

- Section 3 (Km 65 – Km 101) – This section of road is completed and paved from km 65 to the City of Khost. The road was completed and GIRoA assumed control of operations December 2010.

USAID is committed to the safety and quality of construction projects. Execution according to the Standards, Specifications and Requirements of the Federal Highway Administration (FHWA) and American Association of State Highway and Transportation Officials (AASHTO) (Latest Edition), are critically important and shall be stringently adhered to.

C.2 OBJECTIVES

The objective of this project is to complete the construction 13Km of the Gardez – Khost Road Section 2 and any additional road preparation/construction within the approved BOQ in Section B.3 of this contract. USAID will provide the Contractor with 100% designs, specifications and drawing plans (See Attachment J-3 and J-4). The construction documents used to construct Section 1, Section 3 and parts of Section 2 including the as built drawings of the section 2 are also provided for use and reference.

C.3 DETAILED TECHNICAL REQUIREMENTS

The Contractor shall provide all superintendence, labor, materials, camps, equipment and all other provisions, whether of a temporary or permanent nature, required to execute and complete the road project in accordance with the approved design. This will include but not be limited to construction of an all asphalt bituminous cement roads, bridges, causeways, culverts, retaining walls, pavements, drainage, etc. along Section 2 of the Gardez to Khost Road. The contractor shall further ensure that the section of the road will remain passable at all times in all seasons of the year. The Contractor will be responsible for the following:

1. The Contractor shall provide all labor, materials, equipment required for the construction of the Gardez to Khost Road.

2. The Contractor shall provide all services required for all construction activities, construction means and methods, coordination, logistics, testing, surveys, quality control, security, tc.

3. The Contractor shall provide operations and maintenance of the entire road including the construction site for the duration of construction. The road shall remain safely open to traffic at all times, seasons and unforeseen circumstances.

4. The Contractor shall provide temporary works, utilities and facilities necessary to execute and complete the construction activities e.g. water, power, sanitation, communications, etc. necessary to execute and complete the construction.

5. The Contractor, in compliance with the design and contract documents shall provide quality control to ensure that all work adheres to the applicable standards in the Design, as built drawings and Specifications provided by USAID for all construction methods, materials, labor, equipment, and testing. USAID will provide the following:

   A. Detailed Engineering Design of Gardez – Khost Road Rehabilitation Project (July 2010) (See Attachment J-3)
   B. Technical Specifications and Amendments thereto. (See Attachment J-4)
   C. As Built Drawings

6. The Contractor shall cooperate and coordinate with USAID's Quality Assurance Contractor and other third party reviewer or inspector.

7. The Contractor shall provide a one year warranty for all completed works after handover/turnover to Ministry of Public Works.

8. The Contractor shall be responsible for providing all life-support and security services required for its personnel deployed to project locations except when it is expressly stated that such facilities and services are to be provided by other means.

C.4 QUALIFICATIONS OF KEY PERSONNEL

The performance of this contract requires the following key personnel:

A. **Chief of Party / Construction Manager**. The Chief of Party shall, at a minimum, have a bachelor's degree, twenty (20) years of Civil Engineering design, program management and/or relevant construction experience. USAID will approve the Chief of Party who:

   1. will have full responsibility for the execution of the Work;
   2. will act as agent and be a single point of contact in all matters on behalf of Contractor;
   3. will be present (or its approved designee will be present) at the Site at all times that work is performed; and
   4. will be available to execute instructions and directions from USAID or its authorized representatives.

B. **Program Manager**. The Program Manager shall, at a minimum, have a bachelor's degree in engineering or architecture, twenty (20) years of Civil Engineering design and relevant construction experience.

C. **Quality Control Manager**. The Quality Control Manager shall, at a minimum, have ten (10) years experience in construction quality control and be trained in the three phase quality control management system.

D. **Safety and Health Manager**. The Safety Manager and Health Manager shall, at a minimum, have a bachelor's degree in engineering or management, and ten (10) years experience implementing Construction Safety and Health Management.

E. **Structural (Bridge) Engineer**. The Structural Engineer shall, at a minimum, have a bachelor's degree in Civil or Structural Engineering, ten (15) years of experience in the design and construction of Bridges, Culverts, Roads, and other transportation related items and be a licensed Professional Engineer or equivalent.

Replacement of key personnel cannot be made by the Contractor without the written consent of the Contracting Officer. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the task order to add, change or delete personnel and positions as appropriate.

C.5 RELATIONSHIP WITH QUALITY ASSURANCE CONTRACTOR (QAC)

USAID will obtain the services of a Quality Assurance Contractor (QAC) firm to provide the following services in regards to the supervision of the construction. The QAC will maintain an on-site presence for daily review of the work being undertaken for

compliance with the specifications and schedules set forth in this contract. The following outlines the anticipated responsibilities and authorities of the QAC, which are to be read in conjunction with the responsibilities and authorities of the USAID Contracting Officer Representative (COR).

A. Administration and Coordination: Coordinate as necessary, the performance of construction work with the following:
   1. USAID
   2. Third Party Contractor
   3. Contractors of other projects that may impact the Project
   4. Ministry of Public Works, as required

B. Coordinate with the Contractor and other Project Sub-contractors for document submittals, track changes requested, and advise the COR of decisions regarding proposed construction.

C. Interpretation of Plans and Specifications:
   1. Take the lead for the COR in providing clarification of contract documents and related codes as necessary. Process and maintain log of all Requests for Information (RFI).
   2. Process and approve material submittals. Maintain a submittal log.
   3. Process value-engineering proposals for review by the COR.

D. Construction Scheduling:
   a. Monitor and review the Construction Contractor's work schedules, verify and take actions within Contractor's authority to pursue timely project completion, work zone safety, and minimum traffic disruption.
   b. Notify the construction contractors to update his construction schedules as required.
   c. Monitor and coordinate construction scheduling for continuity and logical placing of the various work components.

E. Construction Operations:
   a. Monitors the temporary facilities installed by the construction contractor as required and coordinates removal when no longer needed
   b. Coordinates restoration of project areas to its original condition.
   c. Monitor other work within the Project limits which could impact/affect construction operations.

F. Safety:
   a. Monitor the construction contractor at the construction worksites, and immediately notify the construction contractor's management staff of any unsafe conditions or unsafe acts observed. The verbal notice shall be followed up with a written notice. Liability due to unsafe construction operations shall remain the sole responsibility of the construction contractor.
   b. Monitor construction activities and procedures to insure that minimal damage is done to the environment including introduction of pollutants and control of erosion.

G. Quality Assurance/Monitor construction quality as follows:
   a. Observe the work, materials, and observe tests so that all are in compliance with the contract documents and all applicable codes and that the work conforms to good construction practices.
   b. Notify and verify whether the construction contractor corrects/reconstructs any work in non-compliance of contract documents.
   c. Confirm and review the construction contractor's quality control programs. Monitor compliance of the construction contractor of their quality control programs and take necessary corrective actions when appropriate.
   d. Secure certified copies of all test results from the construction contractor. Review all test results for compliance with the construction contract.
   e. Random checking and sampling of construction materials to ensure compliance with agreed upon quality.

H. Materials Receiving:
   a. Review construction contractor's accountability and status records.
   b. Verify materials for conformance with the contract documents.

I. Construction Changes and Claims:
   a. Maintain accurate records of facts regarding materials, labor and equipment associated with any potential claim or dispute. Alert the COR of any possible claim or dispute.
   b. Review and submit recommendations to the COR regarding the validity of all construction contractor changes or

claims related to costs, time and/or design.

c. Prepare for issuance by the Contracting Officer supporting documents for all change orders, change order sketches or drawings or any other material modification or adjustment relating to proposed construction changes. Items requiring revisions to construction drawings shall be referred to the COR as a recommendation for design and/or cost changes. If requested by the COR and/or CO, the CMC shall prepare detailed estimates and participate in negotiations of the cost changes proposed by the construction contractor.

J. Maintain Shop Drawings Log:

a. The QAC will monitor, approve and maintain the shop drawings log.

K. Construction Contractor Progress Payments:

a. Determine and verify quantities. Review the construction contractor's monthly progress estimates.

L. Records:

a. QAC will facilitate the collection, approval, logging and maintenance of the following Project items/records
   i. Meeting minutes
   ii. Job correspondence
   iii. Test records and reports
   iv. Shop drawings
   v. Submittal logs (maintain both hard copy and electronic data logs)
   vi. Request for Information (RFI) logs (Maintain both hard copy and electronic data logs)
   vii. Submittal samples
   viii. Operating and maintenance instructions upon turnover
   ix. Daily Inspection Records.
   x. Marked-up sets of field prints showing as-built conditions as work sections are completed
   xi. Prepare weekly inspector's report
   xii. Prepare weekly statements of working days
   xiii. Prepare and submit to the COR at the end of each month a pictorial progress report of work being performed.

b. The QAC will maintain a record, log, and/or file for each of the items listed above. Logs shall be both maintained as both hard copy and electronic files. All electronic files and hard copies of construction records shall become the property of the United States Government upon completion of work or termination of this Contract.

M. Inspection Services:

a. Conduct pre, past, warranty and special inspections as necessary with the construction contractor, and other agencies required to participate.

b. The QAC will prepare a punch list of deficient items and substandard work for review by the COR.

c. The QAC will continue inspection services until the construction contractor completes all punch list items.

N. Other Duties:

a. Perform other duties required for the administration quality assurance of the construction contract related construction of the project as directed by the COR.

O. Post-Construction Services:

The QAC will perform the following services:

a. QAC will receive and facilitate As Built Drawings from the Construction Contractor.

b. File project records in accordance with the COR

c. Turn over guarantee and warranty data to the COR.

d. Turn over construction contract maintenance monitoring responsibilities to the COR after the completion of all punch list items or plant establishment period.

e. The QAC will verify and take actions within Contractor's authority to ensure the construction contractor corrects all deficient items in a timely manner.

P. QAC's authority does not include:

a. Direct or suspend the performance of Construction Contractor's Work, unless continued performance of Work will endanger the health, welfare, or safety of the public or any Project worker

b. Approve deviations from any Contract requirements including scope and price.

c. Approve changes in or Deviations from the approved design documents, or performance by the Construction Contractor of approved extra or changed Work

d. Waive any Contract requirements or provisions
e. Approve Change Orders (COs), Value Engineering Change Proposals (VECPs), or Contract amendments.

C.6 SPECIAL CONSIDERATIONS

A. Schedule and Cost Deviation

The Contractor shall identify the Work actually completed resources expanded and reflect progress ahead or behind in a Critical Path Method (CPM) the Construction Schedule. The contractor shall provide information on the following:

1. Should the schedule or price of any of the activities, services or deliverables provided in this contract deviate from the contractual timeframes and/or price, the Contractor shall immediately submit to the COR, with copy to the Contracting Officer, a price and/or schedule recovery plan. The cause of the delay(s), disruptions, or interruptions shall be identified in the narrative, and narrative shall provide an explanation of the Work affected and the proposed corrective action to meet the milestone dates involved or to mitigate potential delays or disruptions.
2. The Contractor shall identify activities that started, finished, or are in process, and the Contractor's forecast of early start and finish dates shall be shown.
3. No revision to the accepted Milestones Schedule shall be made without prior written approval of the Contracting Office Representative (COR) and Contracting Officer (CO). Requests by Contractor for Project Schedule revision shall be submitted in writing to USAID with justification and such supporting evidence, as USAID deems necessary to determine whether Contractor is entitled to such revision under the provisions of the Contract.

B. Language

The Contractor will be required to communicate construction, quality control, and safety and health requirements in English, as well as in Pashto and or Dari as sufficient for the successful execution of the project.

C. Post Award Meeting

Within 5 days after the award, USAID will conduct a Post Award Conference to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. Participants shall include the USAID COR and Representatives, Contracting Officer, Construction Manager, Quality Assurance team, the Contractor, and representatives from the Ministry of Public Works, if necessary.

D. Data Rights

The US Government shall have unlimited rights to as-built design documents produced by the Contractor as part of this contract to include: drawings, designs, notes, calculations, specifications, and all other works developed in the performance of this contract and allows the government to use said documents on any other government design or construction project anywhere in the world without approval from, or additional compensation paid, to the Contractor.

E. Third Party Review

USAID may at any time hold a Third Party review of Contractor submittals under any construction activity.

F. Construction Meeting

A recurring meeting shall be held at varying job sites or facilities as determined by USAID. Typical timeframe will be weekly and attendance will always include USAID, , Quality Assurance representatives, the Ministry of Public Works, the Contractor and or other USAID invited observers. Other personnel will be included as requested by USAID. The meeting will evaluate and require the following:

1. Construction Progress (Scope of Work) Update
2. Critical Path Method (CPM) Schedule Update
3. Weekly Bill of Quantities Report
4. Requests for Information (RFI), report discussion and resolution
5. Safety and Security Update

6. Quality Control Plan Update

G. Monthly Senior Management Meeting

A monthly senior management meeting will be held for purposes of providing a status report detailed below to key stakeholders at a location to be determined by USAID.

1. Construction Progress Report
2. Critical Path Method (CPM) Schedule Update
3. Monthly Bill of Quantities / Budget Report (Review and Compare Contractor's Monthly Requisition)
4. Monthly Schedule Report
5. Safety and Security Report
6. Quality Control Report

H. Quality Control/Quality Assurance

Construction quality throughout Section 2 will be ensured through an integrated system of Quality Control by the Contractor and Quality Assurance services provided by USAID. The Contractor will be responsible for constructing the work in accordance with approved plans and specifications and As Built Drawings. The Contractor is responsible for establishing procedures, checks and controls during the construction process which will assure that construction quality (as required by contract documents) is maintained. These procedures, checks and balances will be described in a Quality Control Plan to be prepared by the Contractor and submitted to the COR for approval.

The Contractor will be responsible for accurately quantifying on a daily basis the amount of Bill of Quantity work performed.

Quality Assurance, through a Third Party Contractor or as determined by USAID, shall be performed to verify that the levels of workmanship and quality and quantity of materials stipulated in the contract specifications are met. USAID will also verify that the Contractor's Quality Control Plan, Health and Safety Plan, environmental plan, Warranty and Integrated Master Schedule are all being followed during the lifespan of the project. USAID will accomplish these tasks by assigning a Quality Assurance Engineer (QA) and QAC to the project and working closely with the Contractor's Quality Control Manager on compliance.

I. Source of Supply and Quality of Source Materials

The Contractor shall furnish only new materials for incorporation into the Work, except as specifically otherwise permitted in the Contract. Materials shall be manufactured, handled, and used in a competent manner to ensure that completed Work complies with the terms of the Contract. Materials to be used in the Work shall be subject to inspection of USAID. The quality of all materials shall conform to that specified in the Contract.

Manufacturers' test reports may supplement Contractor's inspections, sampling, testing, and certification provisions. Manufacturers' warranties, guarantees, instruction sheets, parts lists, and other material that are furnished with certain articles or materials incorporated into the Work shall be delivered to USAID prior to Project Acceptance.

Materials to be installed and incorporated into the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection. Storage shall comply with environmental requirements.

J. Safety Program and Safety Plan

The Contractor responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites unless otherwise specified in the contract. The Contractor may be required to provide similar services to USAID personnel when so specified in the contract. In addition, the Contractor shall be responsible for maintaining the security of its personnel, materials, and equipment.

The Contractor shall be prepared to take appropriate actions in order to provide for its own safety and security and that of its employees. The Contractor shall avail itself of authorized safety and security protections and services. The Contractor shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel

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

K. General Safe Work Practices

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

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

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

L. Project Acceptance

The Contractor shall perform all the Work necessary to complete Works described in Section C, such as:

1) All materials, equipment, services and efforts necessary to achieve Project Completion, Project Acceptance and Final Acceptance on or before the applicable Completion Deadline shall be Contractor's sole responsibility, except as otherwise specifically provided in the Contract.

   Notice and Inspection: The Contractor shall provide Notice to USAID when all of the following have occurred:

   a) Contractor has completed all Work required;
   b) Contractor has ensured that all such Work has been performed in accordance with the requirements of the Contract has been achieved;
   c) Contractor has furnished to USAID all the necessary reports, documentations shop drawings and as-built designs;
   d) Contractor has furnished to USAID a certification from the USAID Quality Assurance Support, in form and substance satisfactory to USAID, certifying conformity of all the Woks required in Section C.

2) USAID will then conduct such inspections, surveys and/or testing as it deems necessary. If such inspections, surveys and/or tests disclose that any of Work does not meet the requirements of the Contract, USAID will promptly advise Contractor as to any errors in the Work necessary to be corrected as a condition to Project completion and as to any errors, which may be corrected as Punch List items. Upon correction of the errors identified as a prerequisite to Project Completion, Contractor shall provide written notification to USAID, and USAID will conduct additional inspections, surveys and/or testing, as it deems desirable. This procedure shall be repeated until USAID finds that all prerequisites to Project Completion have been met.

   Such notice shall be accompanied by a certification from Contractor's Construction Quality Control Manager, in form and substance satisfactory to USAID, certifying conformity of the standards and specifications required in the contract.

3) Final Section Clean-Up: As a prerequisite to Project Acceptance, Contractor shall clean the entire Site. The Contractor shall remove and dispose of all debris, excess materials, temporary structures, equipment, and all parts of the Project in a neat and presentable condition.

4) Conditions to Project Acceptance: Upon receipt of notification from Contractor that all conditions to Project Acceptance have been met, USAID will make final inspection and USAID will either issue a Certificate of Project Acceptance or notify

Contractor regarding any Work remaining to be performed. Project Acceptance may be subject to concurrence by GIRoA. If USAID fails to issue a Certificate of Project Acceptance, Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, Contractor shall give USAID a revised Certification of Project Completion with a new date based on when the defective and/or uncompleted portions of the Work were corrected. The foregoing procedure shall apply successively thereafter until USAID has given Contractor an executed Certificate of Project Acceptance.

M. No Relief from Liability

Project Acceptance will not prevent USAID from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall it prevent USAID from recovering from Contractor, its Surety(ies), or other provider of performance security or any combination of the foregoing, overpayment sustained for failure of Contractor to fulfill the obligations under the Contract. A waiver on the part of USAID of any breach of any part of Contractor shall not be held to be a waiver of any other or subsequent breach. Project Acceptance shall not relieve Contractor from any of its continuing obligations hereunder, including Warranty obligations.

N. Final Acceptance

Final Acceptance shall be deemed to have occurred when Contractor has fully satisfied the Warranty obligation in accordance with the requirements of the Contract.

O. Construction Warranty

The Contractor guarantees all the work to be performed and all the materials to be furnished under this contract against defects in materials and workmanship for a period of one (1) year from the date of Project Acceptance. The Contractor, shall, within a reasonable time but in no case longer than thirty (30) days after receipt of a written notice thereof, repair or replace any defects in materials or workmanship which may develop during the one (1) year period and any damages resulting from repairing or replacing of such defects at its own expense and without cost. In the event Contractor fails to remedy any such defect within a reasonable time, which in no case shall be longer that thirty (30) days after receipt of such written notice, the Government may proceed to have such defects remedied at contractor's expense; and Contractor shall pay the costs and charges accruing from such work and other damages.

The warranty period shall commence upon Substantial Completion and Project Acceptance by USAID. After Project Acceptance, subject to the requirements herein, Contractor may obtain a release of the Performance Bond or Bank Guarantee. Upon release of the Performance Bond or bank Guarantee, the Contractor shall furnish USAID a warranty bond or bank guarantee in the amount of 5% of the final construction cost to assure that guarantee work required during the designated defect liability period will be performed by the Contractor as specified.

P. Final Project Acceptance

The final project acceptance for the Work will occur upon the expiration of the one-year warranty period. The 5% warranty bond furnished by the Contractor shall be returned to the contractor on the date that the Completion Certificate will be issued.

C.7 COMMODITY PROCUREMENT

All procurement of commodities shall be in accordance with USAID regulations and the Geographic Code specified in the Contract.

{End of Section C)

SECTION D - PACKAGING AND MARKING

D.1. AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance shall be provided through the Cognizant Technical Officer indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

Marking under this contract shall comply with USAID's "Graphic Standard Manual" available at www.usaid.gov/branding or any successor branding policy.

{End of Section D}

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.246-12	INSPECTION OF CONSTRUCTION	(AUG 1996)
52.246-20	WARRANTY OF SERVICES	(MAY 2001)
52.246-21	WARRANTY OF CONSTRUCTION	(MAR 1994)

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall be subject to the performance standards set forth in Sections C and F. Inspection and acceptance shall take place at:

Kabul, Afghanistan and other places in Afghanistan

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. Inspection of all deliverables required hereunder shall be made by the Contracting Officer's Representative (COR), designated in Section G, who has been delegated authority to inspect and accept all services, reports and other required deliverables. Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the Contractor.

E.3 CONTRACT MANAGEMENT PERFORMANCE MEASUREMENT

In addition to technical performance requirements stated above, the Contractor shall be held accountable for responsible management of this contract. The Contracting Officer and the COR shall be collecting data on contractor's performance. Contractor's actual performance shall form the basis of the contractor's performance Evaluation Report under the contract.

A) Satisfactory performance record which includes effective independent cost control
B) Amounts of cost overruns and under runs, and reasons for them
C) Compliance with the terms and conditions of the contract, particularly on areas where contracting officer approval is needed prior to execution of action, purchase of equipment, formalization of constructive change, timeliness of reports and other deliverables.
D) Task completion against completion dates in the Construction Schedule anticipated at the time of entering into the contract, with explanation for completion delays; and
E) Termination for default or convenience.

E.4 RISK ASSUMPTIONS

The risk assumptions identified below are assumptions and will be reviewed in conjunctions with developing Construction Schedules and Plans in order to take advantage of the opportunities:

a. Security in Afghanistan is unstable. It is the contractor's responsibility to insure security for his employees at the worksite, at the place of abode and during transport between abode and worksite.
b. Logistics to Afghanistan is made difficult because there are no ports of entries and requires all cargo to be driven over land or flown into the country. The road system is restrictive due to some areas being in poor condition. Security along the roads makes transportation of goods dangerous.
c. Resources with adequate technical skills may not be readily available in the area.
d. Adverse weather conditions, i.e. excessive heat or cold conditions, may impact work operations.

{End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is on or about July 23, 2012, and its estimated completion date is 300 days after contractor is provided Notice To Proceed by the Contracting Officer

F.3 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is Paktia Province, Zadran District Afghanistan and other places in Afghanistan as needed and required.

F.4 [redacted]

[redacted]

The Contractor shall designate a Construction Manager to provide overall substantive, administrative and logistical management. These management responsibilities will include, as appropriate, coordinating task orders with other USAID-supported programs and partners. The Construction Manager shall be solely responsible for the management of all sub contracts awarded under this contract.

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 COR 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.5 DELIVERABLES AND DELIVERABLES SCHEDULE

All reports shall be in English Language. The Contractor shall promptly notify the Contracting Officer's Representative (COR), of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract. The Contractor shall deliver the following detailed deliverables to the COR:

1. **Within 10 days after contract award,** the Contractor shall deliver the following:

   a) Performance Bond acceptable to USAID equal to 15% of the Contract price along with SF25, Performance Bond Form (See Section J.6). Notice to proceed will not be issued until the Contractor provides sufficient bonds or guarantees to cover the work being performed;

b) Construction Schedule (including critical path activities plan – the PERT Chart format is the preferred method): This will be reviewed and approved by the COR. The schedule shall also reflect detailed information for mobilization of staff for implementation of this SOW.

c) Security Plan – Security Plan for the project activities shall include security posture, relationships with Afghanistan Police Protection Force, site security drawings, and other pertinent security aspects. The Contractor shall continuously monitor and update this comprehensive security plan by means of qualified and competent staff of personnel.

d) Quality Control Plan- The Contractor shall keep a log of submittals and tests for COR review / monitoring as part of the QCP and provide "Chain of Custody" verification for testing samples. This will be reviewed and approved by the COR.

e) Health and Safety Plan - This will be reviewed and approved by the COR

f) Construction Manual and Plan – The Manual and plan shall include the Contractor's constructability plans, List of Plant equipments On-Site, Personnel mobilization, construction risk management program, subcontractor's plans, traffic plans, and cost loaded schedule. This will be reviewed and approved by the COR.

g) Roads, Operations and Maintenance Plan – The plan should include how the contractor will implement road maintenenace along Section 2 for the entire construction duration, including winter maintenance.

2. **Within five (5) day after completion date**, the Contractor shall deliver the following:

a) Substantial Completion Report: The Substantial Completion Report, including punch list items and schedule for punch list completion.

b) Operation & Maintenance Manuals and Ministry Training Program - The contractor shall prepare an O&M plan and conduct training for ministry maintenance staff for all components and equipment upon substantial completion.

3. **Within 30 days after acceptance of Substantial Completion Report**, the Contractor shall deliver the following:

a) Final Report: The Final Report shall incorporate all comments from USAID on the Substantial Completion Report and Punch List. The report shall also include the following:

1) All Activities undertaken to achieve the contract objectives;
2) As-built Construction Plans;
3) Results achieved as applied to the Statement of Work;
4) Total Price of efforts; and
5) Problems encountered and solutions undertaken.

b) Warranty Bond: After Project Acceptance, subject to the requirements herein, Contractor may obtain a release of the Performance Bond. Upon release of the Performance Bond or Bank Guarantee, the Contractor shall furnish USAID a warranty bond or bank guarantee acceptable to USAID in the amount of 5% of the final construction cost to assure that guarantee work required during the designated defect liability period or warranty period will be performed by the Contractor as specified.

4. **Within 365 days after Final Report**, the Contractor shall deliver the following:

a) Final Warranty Completion: After review and acceptance, subject ot the requirements of the contract, the Contractor may obtain the release of the Warranty Bond.

5. **Reporting Requirements:**

a) Bi-Monthly Status Reports: These reports shall be submitted to the COR **within five business days after the midpoint and end of each month**. These reports are to be a concise status report that summarize results and progress, and identify construction problems, according to an agreed upon format that can easily be updated.

b) Inventory of Commodities: In accordance with AIDAR 752.245-70, the contractor shall submit two (2) copies of a report on all non-expendable properties purchased under this contract, if any.

c) Quarterly Progress Report: These reports shall be submitted to the COR on a quarterly basis to provide the concise status of the construction, results and progress of work, identifying construction and schedule problems and solutions to remedy the problems.

F.6 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth below, shall be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

a. Quality of service/work;
b. Cost control/effectiveness;
c. Timeliness of performance;
d. Customer satisfaction by USAID;
e. Customer satisfaction by End-users; and
f. Effectiveness of Key Personnel.

F.7 ADDRESS FOR REPORTS

Copies of all reports and other deliverables shall be sent to the COR specified in Section G.

F.8 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

a. Contract Reports and Information/Intellectual Products

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer's Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

b. Submission requirements.

(1) Distribution

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

(A) Via E-mail	:	docsubmit@dec.cdie.org;
(B) Via U.S. Postal Service	:	Development Experience Clearinghouse 8403 Colesville Road, Suite 210 Silver Spring, MD 20910, USA;
(C) Via Fax	:	(301) 588-7787; or
(D) Online	:	http://www.dec.org/index.cfm?fuseaction=docSubmit.home.

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

(2) Format

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
(B) The format for any graphic an/or image file submitted, e.g., TIFF-compatible.
(C) Any other necessary information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

{End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Contract Administration Office responsible for post-award administration of this contract (except to the extent that authority for post-award administration has been delegated to the COR pursuant to Section G.2) is:

Office of Acquisition & Assistance,
USAID/ Kabul, Afghanistan

International Mailing/Courier address:
Office of Acquisition & Assistance (OAA/Kabul)
USAID, Afghanistan
East Compound, Great Massoud Road,
Kabul, Afghanistan

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

G.2 TECHNICAL DIRECTIONS/RELATIONSHIPS WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR 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 COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports

may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR 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 shall 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 shall 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 shall be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within 10 days, FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.3 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID, Afghanistan
6180 Kabul Place
Dulles, VA 20189-6180
Email: kabulaidevouchers@usaid.gov

G.4 ACCOUNTING AND APPROPRIATION DATA:

A: "Requisition No. : REQ-306-12-000186
Amount : [redacted]
Appropriation [redacted]
Fund Code : [redacted]
Program Area : [redacted]
Program Element : [redacted]
EOCC : [redacted]
CO Reference : 306-SOAG-306-05-0005.00--8
CO Accounting Line # : 26

Amount : [redacted]
Appropriation : [redacted]
Fund Code : [redacted]
Program Area : [redacted]
Program Element : [redacted]
EOCC [redacted]
CO Reference : 306-SOAG-306-05-0005.00--8
CO Accounting Line # : 30

Amount Obligated by this Action : [redacted]
Total Estimated Cost : $18,498,464.56"

The Contractor may make payment requests using Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. Copies of SF 1034 may be obtained from the USAID web site at: http://www.usaid.gov/forms/. Payment will be made by USAID/Afghanistan, Office of Financial Management at the address provided above. The Contractor shall provide Bank information on SF 1034 in order to receive payments.

G.5 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications, completed as Section K of this RFP, leading to award of this contract, are hereby incorporated by reference and made a part of this contract.

G.6 MODIFICATION AUTHORITY

As stated herein, the Contracting Officer shall be the only individual on behalf of USAID authorized to:

a. Waive any requirement of this solicitation;
b. Modify any term or condition of this RFP; and
c. Accept any non-conforming work.

{End of Section G}

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

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

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

- The individual's full name, home address, and telephone number.
- The name and number of the contract, and whether the individual is an employee or dependent.
- 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.
- The name, address, and telephone number(s) of each individual's next of kin.
- Any special instructions pertaining to emergency situations such as a power of attorney designees or alternate contact person.

H.3 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.4 AUTHORIZED GEOGRAPHIC CODE

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

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support under this contract.

H.6 LANGUAGE REQUIREMENTS

The Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services.

H.7 EXECUTIVE ORDERS ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause.

H.8 USAID DISABILITY POLICY (DEC 2004)

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

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

H.9 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

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

H.10 ENVIRONMENTAL CONSIDERATIONS

Activities under this contract may result in some environmental impact. Therefore, the following conditions are required:

1. No activity falling under this requirement will be implemented unless an Environmental Threshold Decision, as defined in 22 CFR 216.3(a)(2), has been reached for that activity and documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the appropriate Bureau Environmental Office (BEO). If the potential impacts are significant, resulting in a Positive Determination, an activity specific scoping exercise and preparation of an EA, consistent with 22 CFR 216.3, will be undertaken.

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

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

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

H.11 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.12 DISCLOSURE OF INFORMATION

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

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

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

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

H.13 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide at least a quarterly update of information on the activities under the Contract and task orders by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID\Afghanistan information system.

H.14 GENDER REPORTING

The Contractor shall report data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls.

H.15 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

H.16 VETTING

The Contractor shall comply with the Implementing Partner Notice no. OAA-IP-2011-04 which incorporate Mission Order No. 201 entitled, "National Security Screening (Non-US Party Vetting)" set forth as "Attachment J.10" to this Contract.

Information for Non-US contractors, subcontractors, and key individuals:

(a) The contractor must complete and submit the "USAID Information Form" in appendix B, for:

(i) Itself, if it is a non-U.S. entity;
(ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
(iii) Each key individual that is a non-U.S. entity.

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

(i) Once a year; or
(ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases,
USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

H.17 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The report must contain:
(1) Contractor name.
(2) Contact name with phone, fax and email.
(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Losotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
(7) Report is required even if the contractor did not pay any taxes during the report period.
(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:
(1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
(2) "Commodity" means any material, article, supply, goods, or equipment.
(3) "Foreign government" includes any foreign governmental entity.
(4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d. Where. Submit the reports to:
One copy of each report should be sent to the COR and one copy to the Mission Controller.

U.S. Mailing Address:	**Business Mail**
USAID/Kabul, Afghanistan	USAID/Kabul
Financial Management Office – OFM	Financial Management
6180, Kabul Place	Office - Kabul
6180, Kabul Place	US Embassy
Dulles, VA 20189 - 6180	AE 09806
	DPO

e. Sub-agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

f. For further information see **http://www.state.gov/m/rm/c10443.htm**.

H.18 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (July 2007)

(a) One of the objectives of the USAID Disability Policy is to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:

http://www.usaid.gov/about_usaid/disability/

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

H.19 PROHIBITION AGAINST DISCRIMINATION (OCT 2011)

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic

information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR and in addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases.

(End of Provision)

H.20 SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in
paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(i) As required by Section H.22 of this contract, the Contractor will perform with its own organization, at least 20% percent of the work required under the contract.

(g) For purposes of calculating tiers, the following will not be considered a tier:

(i) subsidiaries of the awardee;
(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

(End of Clause/Provision)

H.21 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual.
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident – as soon as practical if it practical if it cannot be done immediately. The emails shall be sent to: Kabul AID SSO@usaid.gov This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Contracting/Agreement Officer's Representative (C/AOR) and the Contracting/Agreement Officer (C/AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (Lat/Lon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall notify the SSO within 24 hours of the death of the individual.

{End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. 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):

FAR: <http://arnet.gov/far/>
AIDAR: http://www.usaid.gov/pubs/ads/300/aidar.pdf or the word version of AIDAR: <http://www.usaid.gov/pubs/ads/300>

NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-2	SECURITY REQUIREMENTS ALT II	AUG 1996
52.204-3	TAXPAYER IDENTIFICATION	OCT 1998
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORSDEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	APR 1984
52.211-13	TIME EXTENSIONS	SEP 2000
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-1	TYPE OF CONTRACT	APR 1984
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I	AUG 2003
	AND ALTERNATE II	AUG 2003
52.223-6	DRUG FREE WORK PLACE	MAY 2001
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-9	REFUND OF ROYALTIES	APR 1984
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) CLAUSE	APR 1984

52.228-4	WORKERS' COMPENSATION AND WAR HAZARD INSURANCE	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	JUNE 2003
52.232-5	PAYMENTS UNDER FIXED PRICED CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232.18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER --CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER --OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEAN UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	APR 1984
52.248-3	VALUE ENGINEERING – CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) Alternate I	MAY 2004
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	JUN 1992
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN AND NATIONALITY	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDEVAC	

752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7008	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR -MISSION RELATIONSHIPS	OCT 1989
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

a. Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that—

(a) (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor shall be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number shall be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.
(ii) Trade style, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
(v) Company Telephone Number.

(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer shall proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract shall be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor shall be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

I.3 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

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

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

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

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

(b) *General.*

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

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission—

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(e) *Preliminary personnel requirements.*

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

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

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

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

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

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

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

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

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

(ii) The _____ [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Personnel recovery.*

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

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

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

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission—

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

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

(End of clause)

I.4 SUPPLEMENT TO FAR 52.224-19 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC CONSULAR MISSION OUTSIDE THE UNITED STATES

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

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

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

(End of Provision)

I.5 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

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

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

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

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

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

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

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

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

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

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

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

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

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

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract

thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

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

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

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

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

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

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

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

(End of clause)

I.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.7 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

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

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

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

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

(1) Notify its employees of—

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

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

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

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

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

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

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

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

(End of clause)

I.8 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause—

"Original contract price" means the award price of the contractor, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 15 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 15 percent of the increase in contract price. (ii) The

Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

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

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

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.9 52.229-7 TAXES—FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of Afghanistan have agreed shall not apply to expenditures made by the United States in Afghanistan, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of Afghanistan. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of Afghanistan agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in Afghanistan, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(End of clause)

I.10 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) ALTERNATE I (APR 1984)

(a) Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

I.11 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

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 the Miller Act (40 U.S.C. 3133), 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.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and (iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

I.12 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 60% 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.13 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (Feb 1997) ALTERNATE II (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in figures, in the drawings, or in the specifications, the matter

shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, shall be retained by the Contracting Officer and one set shall be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

I.14 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced shall run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government or for the repair of any damage that result from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

I.15 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

(End of Clause)

I. 16 52.244-2 Subcontracts (June 2007)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

_____ _____

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_None._____

(End of clause)

{End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO	TITLE	NO Of PAGES
J – 1	Authorized Geographic Code	
J – 2	Public Voucher for Purchases/Services (SF 1034)	
J - 3	Detailed Engineering Design of Gardez – Khost Road Rehabilitation Project (July 2010)	
J - 4	Technical Specifications of the Gardez-Khost Road Rehabilitation	
J - 5	As Built Design of Section 2 of GK Road (Km 27 – 65)	
J - 6	Mission Order on National Security on Screening	
J - 7	SF-25 Performance Bond	

{End of Section J}

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. | 1. CONTRACT ID CODE | PAGE 1 | OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: 08

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: REQM-306-14-000155

5. PROJECT NO. (If applicable):

6. ISSUED BY — CODE:
Office of Acquisition & Assistance
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan

7. ADMINISTERED BY (If other than Item 6) — CODE:
The same as block No. 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Mashriq Engineering Construction Company (MECC)
House#6, Lane#2, Street#15 Wazir Akbar
Kabul, Afghanistan

DUNS:

CODE | FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.: AID-306-C-12-00018

X 10B. DATED (SEE ITEM 13): 07/23/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

__ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers __ is extended, __ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) see specific changes on page 2 of the modification

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

__ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

__ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

__ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR Part 52.243-4 Changes

E. IMPORTANT: Contractor __ is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1) Increase the total price of the contract by $1,992,530.00 from $22,473,510.32 to $24,466,040.32;
2) Extend the period of performance of the contract to March 31, 2014; and

Specific changes are detailed on page 2 of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): COP-GKR MECC

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Kathlyn G. Bryant, Contracting Officer

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED: Dec 30, 2013

16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)

16C. DATE SIGNED: 12/30/2013

STANDARD FORM 30 (REV. 10-83)